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# AGREEMENT BETWEEN THE MIDDLETOWN TOWNSHIP EDUCATION ASSOCIATION AND THE MIDDLETOWN TOWNSHIP BOARD OF EDUCATION

2011 - 2014

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**ARTICLE I RECOGNITION**

1.1 The Board of Education agrees to and hereby does recognize the Middletown Township Education Association as the exclusive and sole representative for collective negotiations for all professional employees of the Board with the exception of administrators and supervisors pursuant to N.J.S.A. 34:13A-1 et seq. as amended.

1.2 The Board of Education of the Township of Middletown, Monmouth County, agrees to recognize the Middletown Township Education Association as the exclusive and sole bargaining agent and representative of the secretaries employed by the Board of Education, exclusive of confidential secretaries. Confidential secretaries are defined as the Secretary to the Superintendent, two Secretaries in the Department of Personnel, one Secretary to the Business Administrator, the Secretary to the Board Secretary, and the Payroll Supervisor.

1.3 Unless otherwise indicated, the word "secretary" as used herein shall refer to all secretarial and clerical employees employed by the Middletown Township Board of Education.

**ARTICLE II DURATION OF AGREEMENT**

2.1 This Agreement shall remain in full force and effect for three (3) years from July 1, 2011 through June 30, 2014, and thereafter until the expiration of ninety (90) days following the written notice of either party to the other party of its desire to terminate or to effect changes by amendment.

2.2 In the event of termination of this Agreement by either party, the parties agree to meet in formal negotiations not later than thirty (30) days following receipt of the notice of termination. All or part of the terminated Agreement may be extended by consent of both parties pending negotiation of a new Agreement.

2.3 By mutual consent of the parties, this Agreement may be opened for amendment.

2.4 Any request for amendment from either party shall be in writing and shall include a summary of the amendment (s) proposed. Within thirty (30) days of receipt of such request representatives of the Board and the Association shall meet to discuss: if the Agreement should be opened as requested, and if opening is agreed, the negotiation of the proposed amendment(s) shall begin immediately.

2.5 The effective date of all amendments so negotiated shall be included in the language of the agreed Amendment, and such Amendment(s) shall remain in effect until modified, suspended, or cancelled by written concurrence of both parties, or until termination of the basic Agreement.

2.6 The Board agrees to reopen negotiations on salaries and fringe benefits and permit amendments to this agreement whenever state funds have been appropriated for Current Expense spending in excess of those previously

anticipated for any year covered by this agreement, provided the amount to be received from such appropriation by the Board equals or exceeds two and one half per cent (2 1/2%) of the Current Expense budget for any such year.

2.7 Should legislation be enacted which substantially changes the method of financing public schools, any funds which are received by the Board from the State of New Jersey as the result of said change shall not be computed in calculating the aforementioned two and one half per cent (2 1/2%), unless said monies would equal the amount referred to in Section 2.6 of this Article as computed in accord with the previous method of financing.

### ARTICLE III COMPENSATION

3.1 The salaries of all employees as recognized in Article I of this Agreement are set forth in "Schedule A" which is attached hereto and is made a part hereof.

3.2 Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments: on or before the fifteenth (15th) and on or before the final day of each month. Ten month secretarial salaries shall be computed at 83.3% of twelve month secretarial salaries, exclusive of longevity. Longevity steps for secretaries and teachers shall be paid upon completion of 15, 19, and 24 years of credited educational service as provided in "Schedule A".

3.3 Employees may individually elect to have ten per cent (10%) or more of their salary deducted from their pay. These monies are to be forwarded by the Board Secretary to the Mon-Oc Teachers Federal Credit Union for deposit in the employee's personal account.

3.4 Employees may individually elect to participate in tax shelter annuity programs through the recognized broker, and also may elect to deposit with a teachers' service organization, through Automatic Payroll deduction. These monies shall be forwarded to a tax shelter broker, i.e., TSA programs and to a teachers' service organization for appropriate deposit to the employee's personal account.

3.5 When a payday falls on or during a school holiday, vacation, or weekend, employees will receive their paychecks on the last working day preceding such holiday, vacation, or weekend. Employees shall receive their final paychecks and the pay schedule for the following year on the last workday of the school year.

3.6 Any employee authorized by the Board to render service for the Board beyond the regular work hours and work year as provided in Articles XVIII and XIX respectively shall be compensated pro-rata in accord with the proper salary as provided in "Schedule A", unless specified to the contrary elsewhere in the Agreement. Summer payment for grant-funded instructional programs shall be limited to the lesser of the amount provided in the grant or the amount determined by using the existing formula.

3.7 All such authorization for additional service shall be in writing

indicating date of approval. Such authorization signed by any member of the Administrative/Supervisory Staff shall be understood as binding the Board to payment. It shall be the responsibility of the employee to file vouchers for such compensation. Vouchers shall be available through each assignment location. The Board shall make payment on such vouchers in twenty-five (25) days or less.

3.8 Effective retroactive to July 1, 2011, and notwithstanding any language in this Agreement to the contrary, members entitled to reimbursement for mileage for the use of their private automobiles in the course of their duties shall be reimbursed at the rate specified by the New Jersey Office of Management and Budget.

3.9 Paychecks shall be placed in envelopes before being distributed to employees.

3.10 All ten-month secretaries shall be paid in twenty-one (21) equal installments, with the first check on the first work day of September and subsequent checks according to the current schedule.

3.11 Secretaries shall be paid pro rata for approved hours of work in the Summer Reading Program. The substitute secretary rate will be paid for all other posted work.

### ARTICLE IV INSURANCE PROTECTION

4.1 It is recognized that the Board has the right to select health and dental carrier provided there is no reduction in benefits. The level of health insurance benefits provided by the Board during the term of the 2011-2014 Agreement shall not constitute a reduction in the level of health insurance benefits provided during the 2008-2011 Agreement, except as to the changes set forth below. The employee and his/her dependents shall be provided without cost Connecticut General Life Insurance Company Hospitalization and Major Medical health benefits in accord with the group plan policy, number 0429123-01 dated July 1, 1978. Effective July 1, 1990, the out-patient psychological psychiatric coverage shall be 80% up to \$50 per visit to an annual maximum of \$1,500. Effective July 1, 1994, major medical deductibles shall be \$250 per individual and \$500 per family and the co-payment on 80%-20% shall be changed from \$2,000 to \$4,000. Effective July 1, 1990, the case management program, as it exists in Policy #0429123-01 dated July 1, 1978 shall be utilized. Effective February 1, 1998, the employee and his/her dependents shall be provided Blue Cross and Blue Shield of New Jersey hospital, medical-surgical and major medical benefits in accord with the group plan policy number 85186.

Employees hired July 1, 1998 and thereafter shall receive their choice of HMO coverage or Horizon POS with a \$5 co-pay and the rates of coinsurance set forth below. Effective July 1, 2005, the Horizon HMO plan shall be replaced by the POS plan presented by the Board's insurance broker on January 20, 2005. The new plan shall be available to all employees. The Horizon Alternate POS plan will provide the same or better in-network coverage as was available under the predecessor HMO plan and will also provide out-of-network benefits. For out-of-network benefits, employees would be responsible for a \$1,000 deductible for Single Coverage and a \$2,000 deductible for

Husband/Wife/Parent/Child or Family coverage. Two individuals must each meet the \$1,000 before the \$2,000 deductible is met. After the deductible has been satisfied, Horizon BCBS of New Jersey will pay 70% of eligible charges. The member would have a potential liability, in addition to deductibles, of 30% to a maximum of \$2,000 for single coverage, or 30% to a maximum of \$5,000 for Husband/Wife, Parent/Child or Family coverage. Effective July 1, 2008, the in-network office visit co-payments for members in the POS, Al-Pos and HMO insurance programs shall be increased from five dollars (\$5) to ten dollars (\$10). The in-network office visit co-payment in the PPO shall remain at its current level of ten dollars (\$10).

For the 2011-2014 Contract, retroactive to July 1, 2011, members shall make contributions to the premium costs for their medical and prescription drug insurance coverage consistent with the provisions of P.L. 2011, c. 78.

4.2 The employee and his/her dependents shall be provided without cost Connecticut General Life Insurance Company Dental coverage in accord with group plan policy number 0429123-02 effective July 1, 1979, as amended to provide greater patient benefits effective January 1, 1985. Effective July 1, 1990, this coverage will be increased to 100% for preventive and diagnostic (Class D). Effective February 1, 1998, the employee and his/her dependents shall be provided Delta Dental benefits in accord with group plan policy number 75050001. The aggregate annual benefit maximum for dental coverage paid by the Board shall be increased from the 2007-2008 amount of one thousand dollars (\$1,000) to \$1,150 effective July 1, 2008, to \$1,300 effective July 1, 2009, and to \$1,450 effective July 1, 2010.

4.3 The Board will provide family prescription coverage. Effective July 1, 2005, the prescription flow through provision of the traditional Major Medical plan shall be eliminated, as will the 10% prescription drug benefit provisions of the POS plan. Effective July 1, 1999, the prescription co-pay rates shall be set at \$5 generic, \$10 name-brand and \$0 mail order. Effective July 1, 2005, the prescription drug plan shall provide coverage for oral contraception and erectile dysfunction medications. Effective July 1, 2008, prescription co-pay rates shall be increased to ten dollars (\$10) generic, fifteen dollars (\$15) name-brand, and zero dollars (\$) mail order. Effective July 1, 2012, a mandatory generic requirement shall apply to all prescriptions, except where a generic is not available or where a proprietary (name brand) prescription drug is written by the physician. As set forth in section 4.1, above, retroactive to July 1, 2011, members shall make contributions to the premium costs for their medical and prescription drug insurance coverage consistent with the provisions of P.L. 2011, c. 78.

4.4 Effective 1991-92 the Board shall implement the Robert Eisner Institute's 6-session Employee Assistance Plan program at the Board's expense.

4.5 The Board will provide Hospitalization plus Major Medical Health Benefit coverage for an employee for one year after the effective date of his/her retirement.

4.6 The aforementioned insurance coverage shall become effective for new employees as soon as possible in accordance with the terms of the respective policies. The Board shall make payment of insurance premiums for new employees commencing in the month that the new employee is eligible for said coverage under the terms of the master insurance contract.

4.7 The Board agrees that should a tenure employee's employment terminate at the end of the school year, it shall continue in force the insurance coverage provided herein for the months of July and August.

4.8 The Board shall make available to the Association a sufficient number of brochures printed by the health insurance carrier which explain the health care provided in this Article.

4.9 Employee contributions to the total health insurance premiums (health, dental and prescription) provided for in this Article shall be covered by a Board-approved Section 125 Plan in conformance with the Internal Revenue Service laws and regulations.

4.10 Any member shall be allowed, at his or her option, to waive voluntarily all health (medical, dental and prescription) insurance coverage, or to reduce their level of coverage (e.g., from family coverage to single coverage) during the open enrollment period, provided that such employees are eligible, in the current calendar year, for the coverage they seek to waive, and that such employees shall have been enrolled in that coverage for a period of not less than one (1) year immediately prior to such waiver or reduction. The one-year requirement shall not apply to new employees. In exchange for such waiver or reduction, the employee shall be paid an amount equal to fifty percent (50%) of the employee's waived premium or fifty percent (50%) of the difference between the original coverage and the reduced coverage, provided that the amount of such payment shall be capped at a dollar amount equal to fifty percent (50%) of the 2000-2001 premium for the appropriate levels of coverage, which amount shall be paid in two (2) equal installments on January 1 and July 1. Employees waiving coverage for a period of less than one (1) full school year shall receive a pro-rated payment. Employees electing to waive coverage shall be required to show that they have alternate coverage. Waiving employees shall be allowed to re-enroll into any eligible coverage during the open enrollment period, or upon proof of any of the following qualifying events:

- a) termination of employment or eligibility;
- b) reduction in hours;
- c) divorce or legal separation;
- d) death of spouse;
- e) termination of employer contributions towards coverage; or
- f) exhaustion of COBRA coverage.

After a qualifying event, there shall be no waiting period for re-enrollment, provided that the affected employee submits the necessary paperwork within thirty (30) days of said event. The Board's insurance plan does not prohibit coverage for preexisting conditions. Effective July 1, 2008, the base year payments for the health insurance waiver shall be increased by ten percent (10%) above the 2005-2008 levels, and the following table represents the new total opt-out payments for each category of coverage:

PLAN TYPE	TOTAL OPT-OUT PAYMENT	PLAN TYPE	TOTAL OPT-OUT PAYMENT
<u>Traditional</u>			
Single	\$2,475.	Single	\$2,431.
H/W	\$5,280.	H/W	\$5,181.
Family	\$6,622.	Family	\$6,479.
P/C	\$4,543.	P/C	\$4,455.
<u>POS</u>			
Single	\$2,299.	Single	\$2,233.
H/W	\$4,917.	H/W	\$4,378.
Family	\$6,127.	Family	\$5,720.
P/C	\$4,224.	P/C	\$3,817.
<u>Healthnet HMO</u>			
Single	\$2,233.	Single	\$2,233.
H/W	\$4,378.	H/W	\$4,378.
Family	\$6,127.	Family	\$5,720.
P/C	\$4,224.	P/C	\$3,817.

#### ARTICLE V NEGOTIATING COMMITTEES

5.1 The Board and the Association shall determine the constitution of their respective negotiating teams and shall individually and freely determine which members shall sit at the bargaining table. Both parties shall exercise the right to maintain such free determination throughout the negotiating process.

5.2 The limitations in negotiating committee membership shall not restrict either party in its use of consultants or professional negotiators who are permitted to attend meetings between the two committees. These consultants may be lay, professional, or educational.

5.3 The parties agree that neither shall exercise control over who shall serve on the negotiating committee of the other. However, the parties recognize that on occasion it may be desirable to have Board members available during negotiations.

#### ARTICLE VI MEETINGS

6.1 The Board negotiating committee and the Association negotiating committee agree to meet jointly on a mutually agreed upon date.

6.2 The Board negotiating committee or the Association negotiating committee may call a joint meeting of the two committees by requesting the joint meeting in written form bearing the same date the request is presented and affixing an agenda for the joint meeting to the written request.

6.3 Should the Board negotiating committee request the joint meeting; the dated written request with the agenda affixed shall be presented to the President of the Association, and seven (7) copies of each to the Chairman of the Association negotiating committee.

6.4 Should the Association negotiating committee request the joint meeting, the dated written request with the agenda affixed shall be presented to the Superintendent of Schools and seven (7) copies of each to the Board Secretary.

6.5 Any joint meeting requested in the manner described above shall take place no later than fifteen (15) days following the date the request is made, exclusive of weekends and the Board designated holidays. Following each joint meeting a written summary of the agreements shall be prepared. This summary shall specifically identify each item upon which agreement has been reached.

6.6 Nothing in this Article shall preclude the two committees from agreeing in joint meeting to the time and date of the next joint meeting. Should this occur the procedure outlined above need not be followed.

6.7 The Board, or any committee thereof, and the Association's Executive Committee, or any subcommittee thereof, upon request of either party, shall meet on mutually acceptable dates.

#### ARTICLE VII EXCHANGE OF INFORMATION

7.1 There shall be upon request of either committee a mutual exchange of available financial information relating to the resources of the school district and other available information that may be helpful in resolving problems of mutual concern.

7.2 The Board will also make available to the Association: Agenda of all meetings regardless of proposed formal action or not, except such information regarded as confidential under the Sunshine Law; summary of all workshop meetings; tentative line item budget; planned program budget; previous year's operating budget, subsequent to acceptance of the annual audit; description of the staff by educational attainment, experience, and regular and additional compensation.

7.3 The Board agrees to furnish information concerning planned or foreseen changes in those areas which would affect the employees in the unit.

## ARTICLE VIII GRIEVANCE PROCEDURE

### DEFINITIONS:

- 8.1 A grievance shall mean an appeal of the interpretation, application, or violation of policies, agreements, and administrative decisions affecting unit members.
- 8.2 The following matters shall not be the basis of any grievance filed under this article:
- a. Any rule or regulation of the State Department of Education having the force and effect of law.
  - b. Any rule or regulation of the State Commissioner of Education having the force and effect of law.
  - c. Any matter which according to law is beyond the scope of Board authority.
  - d. Any matter which according to law is exclusively within the discretion of the Board.
  - e. Any matter for which a method of review is otherwise specifically provided by law.
  - f. Any matter reserved for the Commissioner of Education's jurisdiction pursuant to N.J.S.A. 18A:6-9.
- 8.3 Grievant shall mean an employee believing to have been or to be grieved, or the Association in those instances provided for in 8.12 and 8.13 below.
- 8.4 Immediate Superior on the High School or Middle School level shall mean the High School or Middle School Principal, Assistant Principal, Director, or Department Supervisor where one exists. On the Elementary level, Immediate Superior shall mean the Building Principal, Assistant Building Principal, Director, or Instructional Supervisor (if the grievance involves instruction).
- 8.5 Principal shall mean the Building Principal or such other person duly appointed to act as principal in the principal's absence.
- 8.6 Superintendent shall mean the Superintendent of Schools or any Staff Assistant s/he may designate to work on his/her behalf.

### PRINCIPLES:

- 8.7 A grievance to be considered under this procedure shall be presented by the grievant or his/her representative not later than fifteen (15) calendar days following its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve the grievance as quickly as possible. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.
- 8.8 A grievant may present and process his/her grievance personally or through an appropriate representative. Should a grievant want to process

- his/her grievance personally or through an appropriate representative of his/her own choosing, s/he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
- 8.9 No reprisals shall be taken by the Board or Administration against any employee because s/he utilized the grievance procedure.
- 8.10 Should a grievance result from action by the Superintendent or the Board, a grievant may present his/her grievance initially as provided in 8.19.
- 8.11 Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.
- 8.12 Grievances arising from actions other than those of the Immediate Superior (Administrator) or where such action is a public action of the Board may be initiated and processed with the Board as provided in 8.19.
- 8.13 If the alleged violation of the agreement is attributable to concerted action of the administrators in the district, or attributable to an Administrator not limited to functioning in one building, or to the office of the Superintendent, or to the Board directly, then the Association shall have the right to grieve under this Article and any and all of its provisions to seek relief from the alleged violation.
- 8.14 The Association's right to grieve provides for the enforcement and administration of its agreement with the Board and does not intend violation of the individual's rights under law.

### PROCEDURE:

- 8.15 A grievant may initially discuss the matter, identified as a grievance, with his/her Immediate Superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in 8.7.
- 8.16 A grievant may file a grievance in writing by presenting the written grievance to his/her principal and forwarding copies to the Superintendent and the Professional Rights and Responsibilities Committee. The written grievance shall indicate the interpretation, application or violation of policies, agreements or administrative decision that the grievant believes adversely affects him/her.
- 8.17 The grievant and his/her principal shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it was filed.
- 8.18 The Principal shall communicate his/her decision in writing to the grievant not later than five (5) school days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the Superintendent and the Middletown Township Education Association.
- 8.19 If the grievance has not been resolved at the initial step (Principal-Immediate Superior), the grievant may request a hearing with the Board or its representatives. The request shall clearly explain the grievance and be made in writing not later than five (5) school days following the Principal-

Immediate Superior's decision, or if no such decision has been communicated, then not later than five (5) school days following the expiration of the five (5) school days period provided in 8.18. The grievance procedure for secretaries shall commence with the Board or its designee.

8.20 The grievant and the Board or its representatives shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have up to three (3) representatives present when his/her grievance is reviewed by the Board or its representatives.

8.21 The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Superintendent and the Middletown Township Education Association.

8.22 Should the Association decide that based on the Board's decision the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

#### ARTICLE IX ARBITRATION

9.1 Should the Association be dissatisfied with the decision on the grievance rendered by the Board, it may have the grievance arbitrated. No grievance shall be arbitrated if the request for arbitration is made later than ten (10) school days following the rendering of the Board's decision on the grievance. Request for arbitration shall be made in written form and forwarded to the arbitrator named herein, by certified mail-return receipt requested. A copy of said request shall be simultaneously forwarded to the Board or its representatives.

9.2 The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of the transmission of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement, Board Policy, procedures, and shall be without power or authority to make any decisions contrary to, or inconsistent with, or modifying or varying in any way the terms of this agreement, Board Policy, procedures, or of applicable Law or Rules or Regulations having the force and effect of Law, and without power or authority to limit or interfere in any way with the powers, duties and responsibilities of the Board under applicable Law, and Rules and Regulations having the force and effect of Law.

9.3 The arbitrator's fee shall be shared equally by the parties to the dispute.

9.4 The filing or pendency of any grievance under the provisions of this article or of Article VIII shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the decision of the arbitrator.

9.5 The arbitrator, in his/her discretion, shall have the authority to decide:

a. Whether the allegation of a violation of the agreement is bona fide, whether it falls within the provisions of 8.1 and 8.2 of Article VIII.

c. Whether the grievance is arbitrable.

d. The merits of the grievance.

9.6 Should the arbitrator find that the allegation of the violation of the agreement is not bona fide or that the grievance is without basis or that the grievance is not otherwise arbitrable then, and in that event, the Board's decision on the grievance shall be binding on the parties.

9.7 Should the contrary be found the arbitrator's decision shall be binding on the parties.

9.8 In the event that an arbitrator is required, a request for a panel of arbitrators shall be submitted to PERC.

#### ARTICLE X PERSONAL DAYS OF ABSENCE

10.1 Three days of absence for urgent personal need or urgent personal business shall be allowed with full pay. Except in cases of emergency, application to the Superintendent through the Principal for such personal leave shall be made at least two (2) days (48 hours) prior to the commencement of such leave.

10.2 No request for personal days shall be granted for the one (1) day immediately preceding or one day immediately following a regularly scheduled school holiday except that a personal day of absence may be used for religious purposes on the day immediately preceding or immediately following a regularly scheduled school holiday.

10.3 In cases of extenuating circumstances, personal leave meeting the provisions of 10.1 above, but subject to the restrictions of 10.2 shall be considered for approval.

10.4 If in the event of an emergency, such as flooding or severe weather conditions, an employee is prevented from arriving at school s/he shall, as soon as possible follow the prescribed procedure for reporting an absence. The decision as to whether an emergency day of absence will be granted shall be at the sole discretion of the Superintendent or his/her designee. Such discretion shall not be exercised arbitrarily or capriciously. An approved absence shall not be charged to the employee as a personal day of absence.

10.5 Each employee's unused personal days shall be added to said employee's accumulated sick leave at the end of each school year.

10.6 Up to five (5) work days for personal business shall be considered for approval without pay one time in any school year.

10.7 Personal days with pay, and personal business days, without pay, may be combined and used consecutively to a maximum of five (5).

10.8 Secretaries shall not be required to report to work on days that schools are closed to students due to inclement weather and they shall be paid the amount they would have received had they worked on such days.

10.9 Any secretarial employee shall be granted time off with pay to attend the New Jersey Education Association Convention. Proof of attendance must be furnished.

#### ARTICLE XI A TEMPORARY LEAVE OF ABSENCE —PROFESSIONAL EMPLOYEES

11.1 a. Professional employees shall be entitled to the following temporary, non-accumulative leaves of absence with full pay each school year, not chargeable to sick leave or personal days. Such leaves shall be in addition to any sick leave to which the employee is entitled.

11.2 a. Reasonable time, in the judgment of the Superintendent, shall be granted for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

11.3 a. Reasonable time, in the judgment of the Superintendent, shall be granted for representatives of the Association to attend conferences and conventions of state and national affiliated organizations.

11.4 a. Time necessary for appearances in any legal proceeding which arises out of or in the course of the professional employee's employment or in another legal proceeding if the professional employee is required by subpoena to attend and is not a party to a suit. If an employee is a party to a suit which does not arise out of or in the course of his/her employment, absence from school in that connection shall be without pay. In legal proceedings instituted by the Association against the Board, leave with pay shall be limited to one (1) Association representative and any witnesses who are subpoenaed and could reasonably be expected to testify on the specific date.

11.5 a. Up to five (5) school days shall be granted in the event of death of the professional employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household. Such leave shall be continuous and shall commence one (1) day after the date of death.

11.6 a. Professional employees shall be granted up to one (1) school day in the event of the death of the professional employee's friend or relative outside the professional employee's immediate family as defined in 11.5a herein. At the discretion of the Superintendent this time may be extended due to necessary travel requirements.

11.7 a. In the event of the death of a professional employee or student in the Middletown Township School District, the principal or immediate superior of said professional employee or student shall grant an

appropriate number of employees sufficient time off to attend the funeral. The number of employees excused shall not exceed one from each department if the excused employees are in the secondary schools or one from each grade level if the excused employees are in the elementary schools.

11.8 a. Time necessary, in the judgment of the Superintendent, at the end of the school year or at the beginning of a school year shall be granted as may be required to attend summer school classes or to travel to the place where such classes are held.

11.9 a. Up to five (5) school days for a tenure professional employee for the purpose of marriage, and one (1) school day for the purpose of marriage for a non-tenure professional employee shall be granted. Such marriage leave must commence within ten (10) calendar days of the actual wedding date.

11.10 a. Any professional employee who is a member of the reserve forces of any branch of the military or national guard shall be entitled to leave of absence from his/her respective duties without loss of pay or time on all days during which they shall be engaged in active duty, active duty for training or other duty ordered by the Governor or the President of the United States; provided that leaves of absence for active duty or active duty for training shall not exceed ninety (90) days in the aggregate in any one year.

11.11 a. Other leaves of absence with pay may be granted by the Board for good reason.

#### ARTICLE XI B LEAVES OF ABSENCE —SECRETARIAL EMPLOYEES

11.1 b. An employee who expects to be absent on a given day must notify that employee's immediate superior as defined in Article VIII of this agreement as soon as possible, but not later than 7:30 A.M. on the day s/he is to be absent. Whenever possible, the proper person should be notified the previous day. The person notified will then follow the regular procedure regarding substitutes.

11.2 b. Should leave of absence for any reason be granted an employee, it shall be necessary for such employee to notify the Central Office Administrator on or before April 1 prior to expiration of such leave that said employee intends to return to her former position. In the event the Central Office Administrator is not so notified, the Board shall have no obligation to return said employee to her employment.

11.3 b. Employees with tenure may be granted special leaves for study, travel or other reasons approved by the Board. Such leave will be without pay. However, such leave may not exceed one school year and the Board reserves the right to determine the number of employees who may be granted such leave in any one year. Such leave can only be obtained once every ten years. Request for such leave must be received by the Board no later than May 1 of the year preceding the year for which the leave is to be granted.



11.14 b. Absences from work by reason of a subpoena or summons issued by any court shall be allowed, with full pay provided the subpoena or summons is recorded with the Central Administration Office and the court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of the employee's personal Worker's Compensation claim. Such absences shall be without pay. In legal proceedings instituted by the Association against the Board, leave with pay shall be limited to one (1) Association representative and any witnesses who are subpoenaed and could reasonably be expected to testify on the specific date.

11.15 b. Should an employee be a party to a suit which does not arise out of or in the course of his/her employment, absence from school in that connection shall be without pay.

11.16 b. Should an employee be required to serve on jury duty, the Central Office Administrator shall be notified and said employee shall suffer no loss of pay or time while so serving.

11.17 b. Military leave without pay shall be granted for a period not to exceed one year, to any employee who is inducted or enlists in any branch of the Armed Forces of the United States.

11.18 b. Employees may request and shall be granted maternity leave without pay. Application for said leave shall be made in accord with the form mutually agreed to by the Board and the Association.

11.19 b. In cases of still birth or upon recommendation of the Central Office Administrator and approval of the Board, an employee may leave at a later date or return at an earlier date than originally requested.

11.10 b. No employee on maternity leave, on the basis of said leave, shall be denied the opportunity to substitute in the Middletown Township School district in their area of competence.

11.11 b. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

11.12 b. Upon return from leave granted pursuant to paragraphs 11.3b, 11.7b, 11.8b or 11.11b of this Article, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary scale at the level to have been achieved without being absent provided, however, that the time spent on leave shall not count toward the fulfillment of time requirements for attaining tenure nor shall the time earn increment credit.

11.13 b. All benefits to which an employee was entitled at the time the leave of absence commenced, including accumulated sick leave and vacation time, shall be restored to the employee upon return.

11.14 b. Up to five (5) school days shall be granted in the event of death of the secretarial employee's spouse, child, grandchild, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate

household. Such leave shall be continuous and shall commence one (1) day after the date of death.

11.15 b. Employees shall be granted up to one (1) work day in the event of the death of the employee's friend or relative outside the employee's immediate family as defined in 11.14b herein. At the discretion of the Central Office Administration this time may be extended due to necessary travel requirements.

11.16 b. In the event of the death of a fellow employee in the Middletown Township School District, the Business Administrator shall grant an appropriate number of employees sufficient time off to attend the funeral.

11.17 b. Up to five (5) work days for a tenure employee for the purpose of marriage, and one (1) work day for the purpose of marriage for a non-tenure employee shall be granted. Such marriage leave must commence within ten (10) calendar days of the actual wedding date.

11.18 b. Absence for religious holidays other than those specified by law may be allowed by permission of the Central Office Administrator. If such absence is allowed, it shall be without pay. Personal days may be used for this purpose.

11.19 b. All applications for Leaves of Absence, extensions, or renewals of leaves shall be made by April, whenever possible, but in any event not later than thirty (30) days prior to the effective date of same, and all approvals shall be made not later than fourteen (14) days prior to the effective date of such leaves.

11.20 b. All leaves of absence, extensions, or renewals of leaves shall be applied for and answered in writing.

11.21 b. Other leaves of absence with pay may be granted by the Board for good reason.

11.22 b. The Board will maintain an adequate pool of approved substitute secretaries, and all absent secretaries will be covered by a substitute starting on the first day of such absence where requested by the supervising Administrator, except that they will be covered on the third day of such absence during the months of July and August where requested by the supervising Administrator.

### ARTICLE XII A HOLIDAYS—SECRETARIAL EMPLOYEES

12.1 a. All employees shall observe the working calendar (12 months/10 months) as approved by the Board. The Board shall prepare such calendar in consultation with the Association.

12.2 a. All holidays shall be with pay and any holiday which falls within an approved vacation for the employee shall be compensated by an additional day for vacation or by an additional day's wages in accord with the request of the employee.

## ARTICLE XII B EXTENDED LEAVE OF ABSENCE —PROFESSIONAL EMPLOYEES

12.1 b. The Board agrees that no more than two professional employees designated by the Association shall, upon written request, be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.

12.2 b. A leave of absence without pay for no longer than two (2) years shall be granted to any professional employee, upon written request, who joins the Peace Corps, VISTA, National Teachers Corps, or serves as an exchange or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.

12.3 b. A professional employee on tenure may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.

12.4 b. Military leave without pay shall be granted for a period not to extend beyond four (4) years, to any professional employee who is inducted or enlists in any branch of the Armed Forces of the United States.

12.5 b. Should the spouse of a professional employee who is inducted or enlists also be a professional employee within the district, the spouse will be granted leave without pay for the same period. The benefits provided for the professional employee in military service as outlined in paragraph 12.12b. of this Article shall not accrue to the spouse during the leave of absence.

12.6 b. Professional employees may request and shall be granted maternity leave without pay. Application for said leave shall be made in accord with the form mutually agreed to by the Board and the Association.

12.7 b. In cases of stillbirth or upon the recommendation of the Superintendent and approval of the Board a professional employee may leave at a later date, or return at an earlier date than the original request indicated.

12.8 b. No professional employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Middletown Township School District in the area of certification or competence.

12.9 b. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the professional employee's immediate family. Additional leave may be granted at the discretion of the Board.

12.10 b. The Board shall grant a leave of absence without pay to any professional employee to campaign for or serve in a public office, or to campaign for a candidate for public office other than himself.

12.11 b. Other leaves of absence without pay may be granted by the Board for good reasons.

12.12 b. Upon return from leave granted pursuant to paragraphs 12.1b., 12.2b., 12.3b., or 12.4b. of this Article, a professional employee shall be considered as if s/he were actively employed by the Board during the leave

and shall be placed on the salary schedule at the level s/he would have achieved if s/he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for attaining tenure. A professional employee shall not receive increment credit for time spent on leave granted pursuant to paragraphs 12.6b., 12.7b., 12.8b., 12.9b., 12.10b., 12.11b., of this Article, nor shall such time count toward the fulfillment of the time requirements for attaining tenure.

12.13 b. All benefits to which a professional employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him/her upon his/her return, and s/he shall be assigned to the same position which s/he held at the time the leave commenced, if available or, if not, to a substantially equivalent position. In the event the request for a leave of absence is less than for a full school year, the person shall be assigned to the same position, a substantially equivalent position, or as a permanent substitute. If the leave of absence is less than sixty (60) days, within a school year, the staff member shall return to the same position.

12.14 b. All applications for leaves of absence, extensions, or renewals of leaves shall be made by April 1, wherever possible but, in any event, not later than thirty (30) days prior to the effective date of same, and all approvals shall be made not later than fourteen (14) days prior to the effective date of such leaves.

12.15 b. All leaves of absence, extensions, or renewals of leaves shall be applied for and answered in writing.

## ARTICLE XIII SICK LEAVE

13.1 As of September 1, 1976 each employee shall be entitled to ten (10) days of sick leave and all accumulated days from previous years as officially recorded, for personal illness or injury including visits to doctors, dentists, and other medical practitioners for the purpose of examination and/or treatment, as of the first official day of each school year whether or not they report for duty on that day. Employees hired after the beginning of the scheduled work year shall receive annual sick leave pro-rated at the rate of one (1) sick day for every month or part of month for which s/he is employed. Unused sick leave days shall be accumulated from year to year with no maximum limit.

13.2 Effective with the start of the 1985-86 school year, the Board shall grant payment for unused sick leave to a unit member who retires pursuant to the provisions of TPAF or PERS who has worked a minimum of fifteen (15) years in the district. For teachers during the 2011-2014 Contract, the payment is to be in the amount of \$75. per day to a maximum of \$11,250. For secretaries during the 2011-2014 Contract, the payment is to be in the amount of \$55.00 per day to a maximum of \$5,500. In the event that an employee dies while employed by the Board, his/her estate shall receive the payments for unused sick leave in accordance with the formulas set forth in this section.

13.3 Whenever a tenure employee has exhausted his/her present school year and accumulated sick leave, and has applied and exhausted as sick leave, all of his/her unused personal days of absence, and a physician certifies that because of illness or accident s/he is unable to return to work, s/he shall be permitted to remain on sick leave with full pay for a period of days not to exceed in number the sick leave days which the employee would ordinarily accumulate during the school year next following; provided the employee's accumulated sick leave is exhausted or shall become exhausted as the result of his/her being absent because of illness or accident for at least seven (7) consecutive days. Any sick leave used by the employee beyond that which s/he has accumulated shall be chargeable against the employee's sick leave which would ordinarily accumulate in the school year next following the school year in which his/her sick leave was exhausted.

13.4 An employee may be allowed a maximum of five (5) school days in any one (1) year with full pay because of illness within the immediate family to be subtracted from his/her sick leave days.

13.5 The total number of days of sick leave that may be used by an employee in any one school year shall be the current annual sick leave allowance of ten (10) working days for those employed on a ten (10) month basis, eleven (11) working days for those employed on an eleven (11) month basis, and twelve (12) working days for those employed on a twelve (12) month basis, plus the accumulated reserve.

13.6 Any employee within the negotiating unit who is employed after the opening day of school shall be credited pro-rated sick leave at the rate of one (1) sick day for every month or part of month for which s/he is employed.

13.7 At the beginning of an employee's term of employment each year, and regardless of the time of beginning actual service, each employee shall have immediately available for use sick leave allowance for that year as defined above.

13.8 Absences on sick leave shall be charged first to the annual allowance of an employee until it is fully utilized and thereafter to the accumulated credit.

13.9 When any employee's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board. Such cases may be considered for establishing a new allowable sick leave for the following year.

13.10 In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education in order to obtain sick leave.

13.11 When quarantine is not because of personal illness but results from illness within the employee's immediate household, the employee shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the Superintendent. When the quarantine is because of personal illness, paragraph 13.1 of this article shall apply.

13.12 No employee shall lose his/her accumulated allowance of unused sick leave by reason of having been on leave of absence, nor shall the employee accumulate sick leave while on leave of absence.

13.13 Sick Leave Bank. Effective July 1, 2008, the parties agree to establish the use of sick leave banks consistent with the following parameters:

1. Individual banks will apply to teachers and ESP members, with donations limited to members in the same category (professional staff to professional staff, ESP staff to ESP staff).
2. Members who exhaust their sick days, or will do so within a period of forty-five (45) days due to a personal chronic or catastrophic physical or emotional illness, may make a request, via the M.T.E.A., that the Board of Education permit the establishment of a sick leave bank for their benefit. Such a request must be accompanied by documentary proof of the illness from which the affected member is suffering.
3. The Board shall consider each request on a case-by-case basis, and the approval or denial of an application for a sick leave bank shall have no binding effect on the consideration of future requests. If the request is approved, individuals who are employed in the same category of employment (professional or ESP) may donate a number of their own accumulated sick leave to the affected member on a form prepared and approved jointly by the M.T.E.A. and the Board. A member may donate any number of days, provided that only whole days may be donated. Multiple donations of days by the same member are permitted.
4. Donations of sick leave will be sent to the Personnel Office, with a copy to the M.T.E.A. office. The Personnel Office will date stamp each donation, and the donated days will be deducted from the accumulated sick leave bank of the donating employee.
5. The Personnel Office will credit all donated days to the employee for whom the bank has been approved in a separate category from regular sick days. All such days shall be available for use as sick days, but shall not be available for payment upon separation from service. An employee for whom a sick leave bank is approved must use all of his/her own sick leave, including newly conferred leave, prior to using any donated days.
6. All donations made to an employee under an approved sick leave bank shall be non-refundable in all cases. Days donated to the sick leave bank but not used for that purpose shall remain in the account of the employee for whom the bank was approved.

## ARTICLE XIV A SABBATICAL LEAVE

14.1 a. Sabbatical leave shall be granted to a professional employee by the Board to meet objectives of the school district. This may include study, including study in another area of specialization, travel, and other reasons of value to the school system subject to the following conditions set forth herein.

14.2 a. The professional employee shall have completed at least seven (7) full school years of service in the Middletown Township School District, and be completely and thoroughly trained and certificated for the teaching situation s/he now holds.

14.3 a. A professional employee may not be granted a sabbatical leave more often than once every seven (7) years.

14.4 a. If there are sufficient qualified applicants, sabbatical leaves shall be granted, to a minimum of two, or one-half of the applicants, in any one school year whichever is less, at any one time.

14.5 a. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed upon by the Association and the Superintendent, no later than November 15th, and action must be taken to approve or disapprove not later than March 15 of the year preceding the school year for which the sabbatical leave is requested. Granting of the requested sabbatical leave shall be within the discretion of the Board, however, same shall not be arbitrarily or capriciously withheld. The request shall be accompanied by a written plan outlining how the sabbatical leave shall be used.

14.6 a. A professional employee on sabbatical leave shall be paid at one-half (1/2) his/her regular salary for the duration of said leave, subject to paragraph 14.8 a. of this article. A sabbatical leave may be taken for a period of one school year or one-half (1/2) school year.

14.7 a. Salary payments will be made on the same basis as the regular staff payroll, unless a request for payment at less frequent intervals is made. In no event shall such payment be advanced.

14.8 a. When Sabbatical Leave is acquired for a National Science Foundation or other institutional grant, monies received from the foundation or institution, plus sabbatical leaves monies from the Board, shall not exceed in total amount the professional employee's full contracted salary. Should monies from all the above sources exceed the professional employee's full contracted salary, payments by the Board shall be reduced in order that the professional employee will not receive more than his/her full contract salary.

14.9 a. Expense monies provided by a foundation or an institution while a professional employee is on sabbatical leave for a sponsored year by such foundation or institution will not be counted as salary monies.

14.10 a. Full pension payment on the full contract salary must be paid by the professional employee on sabbatical leave to sustain full pension benefits.

14.11 a. Upon return from sabbatical leave a professional employee shall be placed on the salary schedule at the level which s/he would have achieved had s/he remained actively employed during the period of absence.

14.12 a. It is expected that any professional employee who has taken sabbatical leave will upon completion of such leave remain as a professional employee within the Middletown Township School District for a period of no less than two (2) school years. Before any sabbatical leave is granted the professional employee shall enter into a written agreement with the Board which shall provide for reimbursement to the Board should the professional employee not remain within the Middletown Township School District as a professional employee for two (2) school years following the sabbatical leave. The Board may, depending upon circumstances, waive the requirement of reimbursement or any part thereof. However, it is understood that if the professional employee were unable to continue his/her employment for the expected two (2) year period following a sabbatical leave due to reasons of health, s/he would not be required to reimburse the Board for monies paid while absent on sabbatical leave.

## ARTICLE XIV B. VACATIONS FOR SECRETARIAL EMPLOYEES

14.1 b. Vacations apply only to twelve (12) month employees.

14.2 b. Vacations shall not be used to extend weekends and every effort shall be made to plan for a minimum of five (5) day periods.

14.3 b. Vacations shall be taken during the regular vacation period between July 1 and August 30 except for extenuating circumstances. Requests for times during the school year will be given consideration by the Board or its designee. If the principal or immediate superior determines that the work load can be handled by others during a designated period during the school year, this determination shall be considered by the Board or its designee in making the decision on vacation periods.

14.4 b. Paid vacation for twelve-month employees shall be:

a. Personnel employed less than one (1) year shall receive one (1) vacation day for every two (2) calendar months worked. Should a newly employed person begin work on a day other than the first work day of the month, then the calculation of the calendar months worked shall commence on the first calendar day of the month next following the first full month of employment.

b. At the beginning of year 2 and to the end of year 5—10 days vacation.

c. At the beginning of year 6 and to the end of year 10—15 days vacation.

d. At the beginning of year 11 and to the end of year 20—20 days vacation.

e. Over twenty years employment—25 days vacation.

14.5 b. Any ten (10) month employee who transfers to a twelve (12) month position shall have that employee's total work time in the district converted to a twelve (12) month per year basis and then placed on the appropriate

year of the vacation schedule for twelve (12) month employees.

**14.6 b. Termination of services**

a. In the event any said vacation time is accumulated at the time an employee's services terminate, the Board shall have the option to pay said employee her regular pay for the accumulated vacation days in lieu of vacation time.

b. In the event the employee terminates her services without giving sixty (60) days notice, the Board shall have no obligation to pay for the unused vacation days.

c. The aforementioned notice limitations may be reduced or waived at the discretion of the Board.

**14.7 b.** Effective July 1, 2008, in no case shall a secretarial employee be paid for more than sixty (60) days of vacation upon separation from employment. This limitation shall not apply to any currently employed secretary who has an aggregate vacation leave bank in excess of forty (40) days as of June 30, 2008, however, any such member's right to payment for vacation time upon separation from service shall be limited to one hundred (100) days or their total accumulated amount as of June 30, 2008, whichever is greater.

**ARTICLE XV DEDUCTIONS FOR DUES AND REPRESENTATION FEES**

**15.1** The Board agrees to deduct from the salaries of the employees, after a reasonable advance notice, dues for the Middletown Township Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15, 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Association Membership Coordinator by the 15th of each month. Official forms for withdrawal from APD for dues shall be issued by the Association only. The Board shall not issue formal Association Forms, nor accept certification of dues of the local association from any but the Association which is party to this Agreement.

**15.2 REPRESENTATION FEE**

**A.** If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee for that membership year. The purpose of this fee will be to offset the employees per capita cost of services rendered by the Association as majority representative.

**B.** Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five per cent (85%) of the regular unified dues, fees and assessments charged by the Association to its own members.

**C.** Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the salary check paid to each employee on the aforesaid list during the remainder of the membership year in question.

**D.** These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.

**E.** Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and transmission of monies to the Association will, as nearly as possible, be the same as those used for the deductions provided in paragraph 15.1 above.

**F.** The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5(c) and 5.6, and membership in the association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.

**G.** The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any of the provisions of this Article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision.

**15.3** Nothing herein restricts the individual from the free exercise of rights under the Statute herein cited.

**ARTICLE XVI EMPLOYEE RIGHTS**

**16.1** Pursuant to N.J.S.A. 34:13A-1 et seq. as amended, the Board agrees that every employee of the Board shall have the right to freely join, organize and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 et seq., as amended or other laws of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, collective negotiations with the Board, or his/her institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms and conditions of employment.

**16.2** Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have under New Jersey laws or other applicable laws or regulations. The right granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

**16.3** Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter

which could adversely affect the continuation of that employee in his/her office, position, or employment or the salary or any increments pertaining thereto, then s/he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.

16.4 No grade shall be changed without prior consultation with the teacher.

16.5 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

16.6 Any criticism by a supervisor, administrator, or Board member of an employee and/or his/her instructional methodology shall be made in private except when the safety of staff or students, other emergency circumstances, or the need for timely comment to avoid adverse consequences require. No employee shall criticize a supervisor, administrator, or Board member in the presence of students.

16.7 A secretary on tenure being involuntarily transferred or reassigned shall suffer no reduction in basic compensation.

16.8 The Board agrees to provide an area for confidential telephone calls in each building.

16.9 Official communications with MTEA members from the administration shall be made in writing and not by email or voice mail.

Official communication shall be defined to mean any communication relating to formal observations or evaluations, disciplinary action, notices of renewal or nonrenewal of employment, or any formal directive to an employee.

#### ARTICLE XVII ASSOCIATION RIGHTS

17.1 The Board agrees to furnish to the Association the agenda and minutes of public Board meetings. The Association will be furnished by the Board with a directory of all employees containing the names and addresses of all staff members.

17.2 No representative of the Association shall suffer loss in pay for participating in mutually agreed to negotiations during school hours.

17.3 Association members shall be permitted to use school buildings at reasonable hours for meeting purposes, provided the Board Secretary is notified one day in advance of the time and place of meetings.

17.4 Members of the Association shall be permitted to use school equipment at reasonable times when such equipment is not otherwise in use, provided the Association President has requested permission of the Board Secretary for such use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for the repairs necessitated as a result thereof.

17.5 The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge or teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in each school's central office for informational notices of the Association. The

location of Association bulletin boards in each room shall be designated by the Association. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval for their posting shall be required.

17.6 The Association shall have the right to use school mailboxes. The faculty representative shall be responsible for distribution within his/her school building including the right to place mail in the school mail boxes.

17.7 The Association shall be permitted to install and maintain a telephone at its own expense, in a place mutually agreed upon with the Board.

17.8 The Association President shall not be assigned more than four teaching periods. Additionally the Association President and two (2) other employees whom the Association shall designate as Representatives, shall not be assigned nonteaching duties. The Association President shall be allowed forty (40) minutes released time. In the event of an elementary employee being designated President of the Association, the released time shall be continuous with the lunch period. The Association President shall be granted ten (10) days per academic year for Association business, which s/he may designate for use by any Association representative.

#### ARTICLE XVIII A TEACHER WORK YEAR

18.1 a. Prior to March 1st the Association representatives shall meet with the Superintendent and make their recommendations concerning the school calendar. Final determination of the school calendar as well as amendment thereof for good reason shall rest with the Board after consultation with the Association, subject to the right of the Association to seek clarification and make recommendations.

18.2 a. The school calendar for the years covered by this Agreement shall be as set forth in Schedule B.

18.3 a. The in-school work year for professional employees employed on a ten month basis (other than new personnel who may be required to attend an additional one for orientation) shall not exceed one hundred eighty-seven (187) days.

18.4 a. Days lost due to emergency conditions which reduce the number of school days below one hundred eighty (180) days shall be added to the school calendar to the extent of meeting a minimum of one hundred eighty (180) days.

18.5 a. The Board and the Association, having entered into discussions concerning the introduction of a new Mathematics program at the middle schools in the Fall of 2005, herewith agree and are agreed that the Board of Education shall provide teachers participating in the program with five (5) days of in-service training to be completed by September 30, 2005. Compensation shall be at the curriculum rate.

## ARTICLE XVIII B SECRETARIAL WORK YEAR

18.1 b. Twelve (12) month employees shall work the calendar adopted by the Board except as limited by other provisions of this Agreement.

18.2 b. Ten (10) month employees shall work a total of 200 days between August 15 and June 30. The days shall be established with the school calendar.

18.3 b. In the event the school calendar does not provide at least five (5) working days after the end of the student year and before July 1st, 10-month Principals Secretaries shall have the option to work a sufficient number of days after June 30th to reach a total of five (5) working days from the departure of students if their work so requires. Such work shall be paid at the secretary's per diem rate.

18.4 b. The Superintendent of Schools shall remind all building Principals that overtime work for building-based clerical employees can be authorized from time to time if those employees are unable to complete their assignments due to unusually high workloads or other problems. Overtime must be requested by the building Principal and approved by the Superintendent in advance. Requests for overtime authorization shall include an explanation as to the reason or reasons the overtime is needed.

## ARTICLE XIX A TEACHING HOURS AND TEACHING LOAD

19.1 a. All professional employees shall indicate their presence for duty by placing a check mark and their initials in the appropriate column of the faculty sign-in roster. Any professional employees who arrive after the faculty sign-in roster has been taken and collected must affix his/her signature and time of arrival to a separate sign-in roster, which shall be provided in each building.

19.2 a. Except as provided elsewhere in this Agreement, the length of the school day, during which time the professional employee is subject to assignment by administration, shall not exceed six hours forty-five minutes at the elementary and middle school, and shall not exceed six hours and fifty-five minutes at the high schools. Schedule C, which sets out teacher arrival and departure time, bus arrival and departure time, and the beginning and ending of the student day, is incorporated herein by reference.

19.3 a. Professional employees shall have a daily, duty-free lunch period of at least equal length to that of the students assigned to their charge.

19.4 a. Every professional employee shall plan lessons and teach course content within the guidelines of the curriculum or course of study. Professional employees shall provide substitutes with daily, weekly and/or alternate plans as needed. The obligation to provide a substitute plans beyond a period of five (5) days shall be waived in cases of absence continuing beyond five (5) days.

19.5 a. The Association agrees that professional employees shall be available for extra help for students when the student requires such help. The time spent by the professional employee in providing such help need not be of an unreasonable duration, and shall be scheduled at a time mutually agreeable to the student and teacher. The Association agrees that this obligation to provide extra help is part of the professional employee's work load.

19.6 a. Building based professional employees may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending building, faculty or other professional meetings no more than nine (9) days each year, scheduled no more than three (3) days in any one (1) month. Such meetings shall begin no later than fifteen (15) minutes after student dismissal time and shall run no more than forty-five (45) minutes, except in cases of emergency involving the health and safety of students and/or professional employees. Five (5) of the meetings shall run no more than seventy-five (75) minutes. Professional employees assigned to the high school may be required to remain after the end of the regular work day for not more than one (1) meeting per month during the year prior to the ten-year Middle States evaluation.

19.7 a. Teachers may be required to attend no more than three (3) evening assignments or meetings, one of which may be for parent conferences, each school year without compensation. On the day the evening parent conference is scheduled, there shall be a student day, the length of which shall not exceed the minimum hours required for State aid. The teaching staff shall be dismissed at the end of the student day. The teacher day, including conferences, shall not exceed six hours and forty-five minutes. Evening parent conferences shall be no longer than two hours and fifteen minutes, ending by 9:30 P.M. Elementary evening parent conferences that are scheduled shall be held the day before or day after daytime parent conferences are scheduled, except on Fridays or the day preceding a holiday. Secondary evening parent conferences that are scheduled shall be held during the month of February after report cards are issued. Parents must schedule conferences with building principals on all levels and teachers must receive the schedule one week in advance. The teacher day shall include lunch and preparation time within the student day. If no parents are scheduled to meet with a particular teacher, the teacher is not required to attend. A stipend has been provided in Schedule D-2 for evening performances by elementary specialists.

19.8 a. Release time for elementary parent-teacher conferences during secondary mid-term exams will be scheduled after the student day, the length of which meets the minimum requirements for State aid. There shall be a 30-minute break between the end of the student day and the first scheduled parent conference, in addition to the teacher's regularly scheduled lunch period and professional preparation period. The kindergarten day shall be 90 minutes long per session.

19.9 a. Meetings which take place after the regular in-school workday and

which require attendance shall not be called on Fridays or any day immediately preceding any holiday, or other day upon which teacher attendance is not required in school, except in cases of emergency.

19.10 a. An Association Representative, upon request, shall be allowed to speak with the professional employees during any meeting referred to in 19.6 a. of this Article at a time mutually agreeable.

19.11 a. The notice of and agenda for any meeting shall be given to the professional employees involved at least two (2) days prior to the meeting except in an emergency. Professional employees shall have the opportunity to suggest items for the agenda.

19.12 a. In the event two (2) or more professional employees are assigned to teach the same subject and class within the same class period, such assignment shall constitute a full teaching period assignment for each within the meaning of this Article.

19.13 a. A professional employee shall not be assigned an administrative detention or other assignment scheduled outside of the regular workday as provided in Schedule C attached, except said professional employee's schedule as provided in Schedule C attached be adjusted to permit assignment to administrative detention, or other administrative assignment to be completed within the regular six hour and forty-five minute workday at the elementary and middle schools, and the regular six hour and fifty-five minute workday at the high schools. The assignment shall not deviate more than one hour from the Schedule C constraints, notice shall be given at least two weeks before the schedule change is to be implemented, and an administrator must be in the building for the duration of the scheduled assignment. A bona fide effort shall be made to seek a volunteer before making the assignment. Said adjustment, prior to implementation, shall be approved by the office of the Superintendent with notice to the Association in writing.

19.14 a. Professional staff, including regular classroom teachers and special area personnel, may be assigned as substitutes without additional compensation in lieu of their administrative assignments no more than two (2) occasions in any one work week. Each such assignment in excess of the two shall be compensated at the rate of 1/1400th of the respective annual salary for each instance. Professional preparation periods shall not be used as teaching periods. Effective July 1, 2008, teachers not attending field trips may be assigned to supervise pupils in their school and grade level not attending field trips, without additional compensation, on no more than three (3) occasions per school year.

19.15 a. Professional employees participation in regular extra curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary, wherever possible, and shall be compensated according to the provisions of Schedules D-1, D-2, and D-3 attached hereto and made a part hereof.

19.16 a. All positions on Schedules D-1, D-2, and D-3 of this Agreement, and other positions of this type created by the Board, shall be filled by written appointment. If more than one candidate applies, those not appointed shall be notified in writing. No appointments to new positions created by the Board shall be made without prior negotiation with the Association concerning terms, conditions and salary.

19.17 a. Assignment to a sixth teaching period shall be voluntary on the part of the professional employee and discretionary on the part of the Board. Said assignment shall be only in lieu of a regular administrative assignment, and shall in no way affect the negotiated professional preparation period as defined and provided within this Article. Such assignment shall be executed through the issuance of a special contract. The professional employee so assigned shall be compensated at the rate of 1/1400th of the annual salary for each period so assigned; or 1/28th of the annual salary for each marking period; or 1/14th of the annual salary for each semester; or 1/7th of the annual salary for each full year assignment. All benefits accruing under Articles X, XI, and XIII shall apply to the additional work load as to the regular load. Effective with the 2012-2013 school year, all high school teachers shall be assigned to six (6) teaching periods, not to exceed a total of two hundred forty (240) minutes of instructional time per day, and shall be paid a stipend of one thousand, one hundred twenty-four dollars (\$1,124) per school year. This stipend shall in lieu of the stipend paid for the sixth period assignment in school years up to and including 2011-2012, as set forth above. A teacher initially employed after June 30, 2012 shall receive no additional compensation for a six instruction period assignment in the high schools.

19.18 a. All sixth period teaching assignments as provided in 19.17 a. of this Article shall be posted in the school buildings (except in emergency) in which they occur following approval of said sixth period teaching assignments by the Board of Education and prior to engaging the services of a professional employee. A sixth period assignment is an additional teaching assignment accepted voluntarily by a professional employee. This provision shall sunset effective June 30, 2012, and shall have no effect thereafter.

19.19 a. Professional employees assigned to more than one (1) building during any one (1) school day shall not be assigned an administrative assignment during that day, and mileage shall be reimbursed as provided in Article III, Paragraph 3.8.

19.20 a. A professional employee employed on a regular basis for a schedule of at least four (4) hours per day, or twenty (20) hours per week, shall be compensated pro rata on the proper step of Schedule A attached, with all the benefits accruing thereto as a regular employee under all provisions of this Agreement. Travel between buildings in any one (1) work day shall be considered integral to the total hours worked and mileage shall be reimbursed as provided in Article III, Paragraph 3.8.



19.21 a. All full time professional employees shall be guaranteed a minimum of two hundred (200) minutes each week for professional preparation, scheduled no less than thirty (30) minutes each day and no more than sixty (60) minutes in any one (1) day, except as provided elsewhere in this Article. Effective with the 2012-2013 school year, high school teachers shall be scheduled for professional preparation time and collaborative planning time consistent with Article 19.24a and the parties' agreed-upon A/B Block Schedule, in a combined daily amount of eighty (80) minutes, for an average weekly total of no less than four hundred (400) minutes. Professional preparation time shall include but not be limited to preparation for classes, maintaining records essential to particular assigned classes, and from time to time as jointly agreed between the teacher and parent to confer concerning the educational well-being of the student. The Administration shall schedule no item for inclusion in the professional preparation time agenda for any employee without prior mutual agreement with such employee. Effective July 1, 2005, Elementary Teachers, grades one through five, shall receive 220 minutes of preparation time per week.

Contingent upon the Board of Education continuing to schedule more than twenty-minutes of Spanish language instruction per six-day cycle, regular elementary classroom teachers shall be required to remain in their classrooms while the additional Spanish language instruction is being provided to their students by the Spanish language teacher, unless they engage in other job-related activities including, but not limited to communications with parents (by telephone or e-mail), preparation of student assessments, participation in parent conferences, participation in observation/evaluation conferences with administrators and/or supervisors, or in other self-directed job-related activities. It is understood and agreed that this time shall not constitute an additional professional preparation period.

19.22 a. Alternate scheduling shall be drawn to maintain the employee professional time by use of one (1) of the following two (2) methods: by shortening each period equally throughout the day, or by applying the alternate scheduling to the students' schedule, but maintaining the employee in regular scheduling.

19.23 a. Any employees assigned to serve in a training capacity for in-service or working meetings as defined in 19.43 a. outside of the regular school day, where other employees are obligated only to attendance shall be compensated as per Article III, Paragraph 3.6.

19.24 a. Effective July 1, 1998 and thereafter, the daily teaching load in the Senior High Schools shall be no more than five (5) teaching periods, one (1) professional preparation period equal in length to one (1) teaching period and one (1) administrative assignment which shall not exceed the length of one (1) teaching period. The daily teaching load for teachers in the Middle School shall be no more than six (6) teaching periods, one (1) professional preparation period equal in length to one (1) teaching period,

and one (1) administrative assignment which shall not exceed the length of one (1) teaching period. A provision is added to permit the administration to schedule, in lieu of the contracted administrative assignment provided in Article 19.24 a., with the approval of the professional employee and upon written notice to the Association, a professionally related activity such as, but not limited to, tutoring small groups of students in a math laboratory, reading laboratory, and teacher-student advisor-advisee sessions.

Effective July 1, 2012 and thereafter, and notwithstanding any Contract language or practice to the contrary, the daily teaching load in the senior high schools shall consist of no more than two hundred forty (240) minutes, in six (6) instructional periods / three eighty (80)-minute blocks, one (1) professional preparation / collaborative planning block consisting of eighty (80) minutes, twenty-six (26) minutes of administrative assignment excluding collaborative planning, and twenty-six (26) minutes of duty-free lunch time. The administration may schedule, in lieu of the contracted administrative assignment provided in Article 19.24a, with the approval of the professional employee and upon written notice to the Association, a professionally related activity such as, but not limited to, tutoring small groups of students in a math laboratory, reading laboratory, and teacher-student advisor-advisee sessions. Beginning with the 2012-2013 school year, the high schools shall follow the schedule agreed upon by the parties and the Fact-Finder on February 2, 2012 and known as "Proposal #2."

Effective July 1, 2005, the Board shall provide Common Planning/Department Planning periods for Middle School teachers. The goal is to establish common planning time whenever possible involving as many teachers as possible that have common classes or departments. Common planning time will occur no less than once every eight days. The Board shall have the right to establish priorities as to the frequency with which Common Planning/Department Planning periods are scheduled. When Common Planning/Department Planning time is scheduled for middle school teachers, it shall be scheduled in lieu of an administrative assignment period for that day. When it is not possible to schedule a teacher for common planning time, teachers will be assigned a period to pursue related professional activities as listed below. Activities during the common planning time may include those listed for regular professional preparation time as set forth in 19.21a. In addition, activities may also include I&RS meetings, grade level team meetings, and, when possible, provide an opportunity to meet with the next grade level; develop thematic units and interdisciplinary projects, and discuss individual students and concerns regarding academic progress, etc. Common Planning/Department Planning time shall not be used for assignment of extra duties. The building administrator shall not be precluded from attending and participating in any common planning meetings that occur. Building principals shall be kept apprised of the activity through a notation in the

teacher's weekly lesson plans and when none of the activities described above are scheduled during the Common Planning/Department Planning time, the Principal may suggest an activity in consultation with the teachers who share the common planning time.

A teacher in the Middle Schools who is assigned a sixth teaching period assignment shall be paid an additional \$2,060 for the 2008-2009 school year, \$2,153 for the 2009-2010 school year, and \$2,246 for the 2010-2011 school year, provided that s/he was employed on or before June 30, 1999. A teacher employed after June 30, 1999 shall receive no additional compensation for a sixth teaching period assignment in the Middle Schools. The parties agree that the Middle School sixth teaching period assignment pay shall continue to be credited for pension purposes. The parties further agree that payment for the sixth period shall be included in each paycheck as determined by the decision of the arbitrator in P.E.R.C. Docket Number 2000-222 (Grievance Number 2000)

2). Any provision of this Article which would prevent the scheduling of a sixth period teaching assignment in the Middle Schools is hereby waived; provided, however that the granting of relief from an administrative assignment for teachers assigned four (4) or more preparations pursuant to Section 19.26a. of this Article shall not be deemed to prevent the scheduling of a sixth teaching period and shall not, therefore, be subject to the waivers set forth in this Article.

It is further agreed that notwithstanding the above, any teacher assigned to more than three (3) preparations shall be relieved of his/her duty assignment.

**19.25 a.** A homeroom period which exceeds a duration of twenty-two (22) minutes shall be considered a teaching period within the meaning of this Article, except for a maximum of ten (10) occasions in any one (1) school year. Such extended homeroom periods shall be with prior notification to the Association through the Association representative of the building.

**19.26 a.** Professional employees employed at the secondary level shall not be required to teach in more than two (2) department areas, and where practicable, shall not be required to sustain more than three (3) teaching preparations. A preparation, with the exception of the Industrial Arts, Home Economics and Physical Education courses, shall mean an assignment to teach within the established curriculum a particular course for which there has been developed a separate course of study for one-half year or one full year. To the extent that any professional employee is assigned four (4) or more preparations, as defined above, the professional employee shall be relieved of his/her administrative assignment as provided in Article 19.24a.

**19.27 a.** A regular classroom teacher in the Middle Schools and Senior High Schools shall not be required to change subject area teaching stations more than three (3) times in any one (1) day.

**19.28 a.** Every effort shall be made so that secondary professional employees shall not be required to teach consecutively and continuously for more than three (3) periods nor more than four (4) periods where double length periods are scheduled. In 1990-91 the parties shall develop a plan for the 1991-92 trial run of an elementary schedule where teachers will not have in excess of two and one-half (2 1/2) hours continuous teaching time, using lunch and preparation periods to accomplish this. The trial year shall be to test the program for success. The contract shall be reopened for the sole purpose of consideration of contractual inclusion of this plan.

**19.29 a.** Each professional employee assigned to teach kindergarten shall have a day limited in length to six (6) hours and thirty-five (35) minutes. Each professional employee so assigned shall have a duty free period for lunch and professional preparation of a continuous sixty (60) minute duration between the morning and afternoon assignment.

**19.30 a.** First through fifth: Each professional employee assigned to an elementary school i.e., grades 1-5, shall be provided with a minimum of two hundred (200) minutes per school week for professional preparation. Said professional preparation time to be provided said professional employee at the minimum rate of thirty (30) minutes per school day, in no event, however, to exceed sixty (60) minutes in any one day within any one school week. Scheduling within these limitations shall be solely at the local building level. Said professional preparation time provided for above shall be in addition to the thirty (30) minute duty free lunch period already afforded each professional employee assigned to an elementary school. The first ten (10) minutes of each day shall not be applicable to professional preparation as provided herein for non-special area professional employees. The provisions of this section shall also be applicable to Kindergarten teachers as long as Kindergarten remains a full-day program.

**19.31 a.** The workday for the professional employees designated as Special Service Personnel shall be the same as for all professional employees as provided in Article XIX, paragraph 19.2 a. herein and such employees shall be compensated as provided in Schedule A attached hereto. Reading Specialists assigned to Elementary Schools shall not be assigned more instructional time than regular Elementary Classroom Teachers.

**19.32 a.** Effective July 1, 2008, and notwithstanding any existing Contract language to the contrary, all certificated staff members at the Elementary, Middle School and High School levels may be assigned to administrative duties every day, equivalent to regular classroom teachers at their respective levels. This shall not apply to certificated staff members who are relieved of duty pursuant to Article 17.8 (Association Representatives), Article 19.19a (assignment to multiple buildings), or Article 19.26a (more than three preparations). Department Coordinators may be scheduled to a maximum of one (1) period of administrative assignment per week for collaborative planning with co-teachers.

Administrative Assignments at the High Schools may be assigned at any time during the student school day. With the consent of the staff member, an administrative assignment may be scheduled prior to or after the teacher workday if a commensurate adjustment is made to that teacher's workday. Administrative assignments shall not exceed the length of one teaching period as set forth in Article 19.24a, and may include collaborative planning, professional activities with the consent of the professional employee as set forth in Article 19.24a, and/or non-instructional student contact time such as the following activities:

- AM and PM Detention
- Hall Duty
- Vocational Homeroom
- Student arrival and dismissal
- Coverage for Absent Colleagues pursuant to Article 19.14a
- Lunch
- Library and Computer Labs

Except as provided above, all certificated staff members at the High Schools shall be assigned to one administrative assignment on every school day. All certificated staff members at the High School level who are administratively assigned to co-teach with Supplementary Instruction and/or In-Class Resource teachers shall be scheduled for one (1) period of collaborative planning per week with each such co-teacher.

Administrative Assignments at the Middle Schools may be assigned at any time during the student school day. With the consent of the staff member, an administrative assignment may be scheduled prior to or after the teacher workday if a commensurate adjustment is made to that teacher's workday. Administrative assignments shall not exceed the length of one teaching period as set forth in Article 19.24a, and may include collaborative planning, professional activities with the consent of the professional employee as set forth in Article 19.24a, and/or non-instructional student contact time such as the following activities:

- Student arrival and dismissal
- Hall Duty
- Bus Duty
- Coverage for Absent Colleagues pursuant to Article 19.14a
- Lunch
- Library and Computer Labs

Except as provided above, all certificated staff members at the Middle Schools shall be assigned to one administrative assignment on every school day. All certificated staff members at the Middle School level who are administratively assigned to co-teach with Supplementary Instruction and/or In-Class Resource teachers shall be scheduled for one (1) period of collaborative planning per week with each such co-teacher.

Administrative Assignments at the Elementary Schools may include collaborative planning, professional activities with the consent of the professional employee as set forth in Article 19.24a and/or non-instructional student contact time such as the following activities:

- Student arrival and dismissal
- Bus Duty
- Coverage for Absent Colleagues pursuant to Article 19.14a
- Lunch
- Playground / Recess

Administrative Assignments at the Elementary Schools may be scheduled at any time between 8:40am and 3:15pm, except that collaborative planning may only be scheduled between 8:40am and 3:00pm. Effective July 1, 2008, all Special Area Personnel, Special Service Personnel, Resource Teachers, and all other certificated staff members assigned to Elementary Schools shall be assigned to administrative duty time every day, not to exceed fifty (50) minutes. Arrival duty, dismissal duty and teacher directed physical education shall be counted towards that total. All certificated staff members at the Elementary School level who are administratively assigned to co-teach with Supplementary Instruction and/or In-Class Resource teachers shall be scheduled for a minimum of twenty (20) minutes of collaborative planning per six-day cycle with each such co-teacher.

The above constitutes the minimum collaborative planning time for the noted certificated staff members. It is understood and agreed that all certificated staff members may be provided collaborative planning time and that those already being provided same may receive additional collaborative planning if scheduling permits.

Administrative assignments within the parameters set forth herein shall be made in an essentially equal manner at all buildings at each educational level, High School, Middle School and Elementary.

**19.33 a.** When a supplemental teacher is not notified prior to reporting for duty that the assigned student is absent, the employee shall be considered to have performed the duty for which said employee has been employed. Supplemental teachers shall not be required to report to work on days that the schools are closed due to inclement weather and they shall be paid the amount they would have received had they worked on such days.

**19.34 a.** Professional preparation time for Supplemental teachers shall be provided at the rate of forty-five (45) minutes per student per month.

**19.35 a.** The schedule for supplemental teachers shall provide for substantially continuous hours. A time lapse between assignments in any one day shall be a maximum of one (1) hour and shall be counted toward their monthly professional preparation time. Any time in excess shall be compensated. Travel time between buildings shall be included and be

integral with the day's schedule whenever such travel is necessary between buildings in any one day. Time between teaching periods shall be included in the total work day. Effective in 1983-84 compensation for Supplemental teachers shall be based on the B.A. column with recognition for one-half year of credit on the guide for every year of supplemental service. Credit for educational experience other than supplemental service shall be provided as per Board policy 4140.2.

**19.36 a.** Resource teachers shall work a regular day of six (6) hours and forty-five (45) minutes inclusive of lunch at the elementary and middle schools, and a regular day of six (6) hours and fifty-five (55) minutes inclusive of lunch at the high schools.

**19.37 a.** In addition to the regular professional preparation time resource persons shall be relieved of all and any administrative assignments and such time may be scheduled for meetings and other duties essential to the resource function.

**19.38 a.** Special area personnel shall be professional employees assigned duty:

(a) in art, music, physical education, health, computers or enrichment teachers at the elementary level, and/or

(b) in the instruction of students in more than one building on a regular schedule, and/or,

(c) in professional duties other than actual regular classroom instruction.

**19.39 a.** Special area personnel functioning in more than one building shall order supplies through the office of each building in which they serve for the students in those respective buildings. This section shall not apply to those supplies and/or equipment which are normally purchased for use on a unit or district basis.

**19.40 a.** Special area personnel assigned per paragraph 19.38 a (a) herein shall be assigned no more than six (6) teaching assignments in any one day.

**19.41 a.** Necessary travel between buildings in any one (1) day shall relieve special area personnel from administrative assignments on that day, and mileage shall be reimbursed at the rate provided in Article III, Paragraph 3.8. When Elementary Special Area Personnel are required to travel between buildings that are more than two (2) miles apart, at least thirty (30) minutes shall be allocated for travel time.

**19.42 a.** Professional employees assigned/authorized to additional duties such as, but not limited to, pilot, innovative, developmental, R and D, curriculum workshops, curriculum development, and curriculum meetings, shall be compensated at 1/1200 of the first step of the Bachelor guide. Professional employees assigned/authorized to additional duties such as in-service programs that are conducted after the school day, within the school year, shall be granted in-service credit at the rate of one credit per fifteen (15) hours attended. In-service programs conducted during the summer shall be paid at 1/1200 of the first step of the Bachelor guide and participants shall not be granted in-service credit. Grant funded, non-

instructional programs shall be limited to the lesser of the amount provided in the grant or the amount determined by using the existing formula. Workshop shall mean curriculum workshops, curriculum development, or curriculum meetings designed to develop solutions to problems through group study. In-service shall mean efforts to promote professional growth and development of professional employees while on the job.

**19.43 a.** The provisions of paragraph 19.42a. apply in all cases where the duties are in addition to a regular assignment, and do not apply in cases where the duties are in lieu of a regular assignment. In the latter cases no additional compensation shall apply.

**19.44 a.** Middle school athletic coordinators shall be released from homeroom assignments so that they may use the time to perform tasks related to the coordinator's responsibilities.

**19.45 a.** In the event that the Board, pursuant to law, adopts a new high school schedule subsequent to the one approved per the parties' 2012 Memorandum of Agreement, the Board and Association shall reopen negotiations on contract language addressing the impact of such new schedule.

**19.46 a.** In the event that the Superintendent of Schools makes a determination to recommend a new high school and/or middle school schedule subsequent to the implementation of the schedule approved per the parties' 2012 Memorandum of Agreement, the Superintendent shall present it to the Association no later than December 15 of the school year preceding the school year in which the new schedule would be implemented, for a review and comment before the Board takes any action on a recommendation. The Board and the Association shall each have the right to reopen contract negotiations to address specific issues raised by the new schedule.

**19.47 a.** Kindergarten teachers who are assigned to student orientation during days when other teachers are not assigned student contact shall receive release time, to be scheduled by the Building Principal, for every hour of such assignment calculated by rounding up to the nearest quarter-hour block.

**19.48 a.** Professional staff members shall participate in student Intervention and Referral Services pursuant to the District's guidelines. However, all coordination and scheduling responsibilities for the I&RS process shall be assigned to Guidance Counselors, SAC's or administrative personnel, and shall not be the responsibility of other teachers.

**19.49 a.** Translation Services. Professional staff members may assist in Child Study Team meetings in the role of interpreter on a volunteer basis, when requested by an Administrator. In such cases, the affected staff member will be released from his/her administrative duty assignment on that day. No such assignment may be made on an involuntary basis.

## ARTICLE XIX B SECRETARIAL HOURS AND WORK LOAD

19.1 b. The working hours of secretaries shall be:  
First teacher workday in September through last student day in June: 7.5 hours or 8 hour workday as assigned.

Day following last student day in June through the day before the first teacher workday in September: 7 hour work day.

19.2 b. Early dismissal shall be granted by the central office only and shall be applicable to all office personnel in the district. Individual offices shall not violate uniform dismissal time.

## ARTICLE XX CLASS SIZE

On or before October 15th of each year, the Board agrees to furnish the Association a matrix of all pupil contact existent in the district.

## ARTICLE XXI ADMINISTRATIVE ASSIGNMENTS

21.1 A professional employee may drive students voluntarily, provided his/her principal or immediate superior gives approval in advance. Compensation for such service shall be at the rate provided in Article III, Paragraph 3.8.

21.2 Throughout the duration of this Agreement, the Board shall arrange for and maintain appropriate insurance to cover all damages, losses, and expenses incurred by a professional employee against whom any action shall be brought for an act or omission arising out of the authorized use of his/her automobile in the performance of school duties. It is agreed that such insurance shall be non-owner excess coverage.

21.3 Cafeteria duty may be assigned no more than once every two years, unless a teacher volunteers more often. Each April volunteers will be sought for the following year. Cafeteria duty will be restricted to the length of one student lunch and no other administrative duty will be attached to it.

21.4 The Board and the Association shall jointly study differences in administrative duty assignment loads among the Elementary Schools.

## ARTICLE XXII A TEACHER EMPLOYMENT

22.1 a. Initial placement on the salary guide shall be at the discretion of the Board.

22.2 a. Military experience may be granted up to four years and shall be combined with the total teaching experience to determine the proper step on Schedule A.

22.3 a. Employees with previous experience in the Middletown Township School District, shall, upon returning to the district, be credited fully on

Schedule A for all teaching experience outside the district, military experience (22.2a) or alternate civilian experience required by the Selective Service System, Peace Corps, Vista, or National Teacher Training Corps, work and time spent on a Fulbright Scholarship. Previously accumulated unused sick days which were accumulated within the Middletown Township School District shall be restored to all employees returning to the district who took leave for reasons of maternity and whose return occurs within five (5) years. In all other situations, the restoration of unused sick leave shall be at the discretion of the Superintendent.

22.4 a. Credits above Bachelor degree shall be credited as provided on Schedule A with written prior approval for all employees employed while pursuing the credit, with written approval for all employees whose transcripts are submitted indicating such credits prior to employment, and in toto for employees returning to the system who gained credit while absent from employment. In each case the graduate credits must be subsequent to those required for the certification for initial employment. All degrees shall be credited as the degree, pure and simple, regardless of the number of credits required for the degree.

22.5 a. Service increment on Schedule A shall only apply to employees granted tenure in accord with N.J.S. 18A.

22.6 a. Industrial experience and Nursing experience outside of the field of education may be granted at the discretion of the Superintendent for employees employed and assigned primarily to industrial arts and nursing/health respectively.

22.7 a. Non-tenure professional employees shall be notified of their contract and salary status for the ensuing year no later than May 15. Special contracts shall be issued no later than July 15.

22.8 a. Any proposed reduction in the number of professional employees employed by the Board shall be discussed with the Association prior to final Board action.

## ARTICLE XXII B SECRETARIAL EMPLOYMENT

22.1 b. Upon employment an employee shall be advised of the classification and compensation the position carries.

22.2 b. Before commencing work, an employee shall be provided with the necessary forms by which said employee can avail her/himself of all benefits provided by the Board.

22.3 b. The Board reserves the right to evaluate previous experience for placement on the salary guide.

22.4 b. Secretarial staff members shall be entitled to seniority, based upon their original date of hire without break in service, for purposes of reduction in force and recall.

## CLASSIFICATIONS

### CATEGORY I

- All district secretarial staff, excluding receptionist and special services who do not work district wide.
- Principals' secretaries (one per school).

### CATEGORY II

- All secretaries for administrators other than district or principal (assistant principal, director, etc.)
- Elementary Main Office Secretaries
- Nurse's Secretaries
- Central Office Receptionist

### CATEGORY III

- Secretaries who work in non-administrative offices (library, etc.).
- Special Services Secretaries--do not type IEP's.
- Clerks in Schools (other than Main Office)
- Receptionists other than Central Office

## ARTICLE XXIII TEACHER ASSIGNMENT

**23.1** All professional employees shall be given written notice of their salary schedules, class and/or subject assignments, and their building assignments for the forthcoming year not later than August 15. Notices of change in room assignments will be made not later than the last day of August.

**23.2** In the event that changes in such schedules, class and/or subject assignments, building assignments or room assignments are proposed after August 15, the Association and the professional employee affected shall be notified promptly in writing and upon the request of the professional employee, the changes shall be promptly reviewed between the Superintendent or his/her designee and the professional employee involved.

**23.3** Professional employees who are assigned to more than one school shall be notified of changes in their schedules as soon as practicable.

**23.4** Professional employees who are assigned to more than one school per day shall be reimbursed as provided in Article III, paragraph 3.8 for all driving done between their base school and any other school or schools where they are required to be present during the course of the school day.

## ARTICLE XXIV VOLUNTARY TRANSFERS AND REASSIGNMENTS

**24.1** Not later than June 1, the Superintendent will have posted in all school buildings and have forwarded to the President of the Association a list of known vacancies that occur for the following year.

**24.2** A professional employee who desires a change in grade, subject, and/or building assignment, may submit to the Superintendent a written statement of his/her requests with a copy to his/her principal not later than June 15.

## ARTICLE XXV INVOLUNTARY TRANSFERS AND REASSIGNMENTS

**25.1** The Board agrees that if any professional employee is to be transferred or reassigned, other than during the regular summer vacation, the Superintendent shall, except in cases of emergency, notify him/her of such transfer or reassignment as soon as practicable, but no later than fifteen (15) school days prior to the effective date of the transfer or reassignment. Should a transfer be made during the regular summer vacation, the transferee shall be notified by registered mail at his/her last known address.

**25.2** In the event of a transfer or reassignment, the professional employee involved, at his/her option, may request a meeting with the Superintendent or his/her designee to discuss the transfer.

## ARTICLE XXVI A TEACHER PROMOTIONS

**26.1 a.** Promotional positions shall be those of Assistant Superintendent, Principal, Vice Principal, Supervisor, Coordinator, Athletic Director, Department Chairperson, Director, Director of Evening School and Administrative Intern.

**26.2 a.** Promotional positions shall not include those positions listed in Schedule D with the exception of those appearing above.

**26.3 a.** Should a vacancy occur in a promotional position during the regular school year or during the summer when school is not regularly in session, a notice of such vacancy shall be posted in each school building on the bulletin board of each faculty room and on the central office bulletin board, and a copy of such notice shall be forwarded to the President of the Association not later than twenty (20) school days following the occurrence of a vacancy. The notice shall set forth the promotional position vacated, the qualifications needed by the applicant to fill the position, the duties of the person who fills the vacated position, the compensation schedule of the vacated position, and the manner in which qualified persons can make application for the vacated position.

**26.4 a.** All applications, in order to be considered, must be submitted in writing to the

Superintendent not later than the date set forth in the notice. The Superintendent shall acknowledge all applications within three (3) days.

**26.5 a.** A professional employee who desires to apply for a promotional position which may become vacated during the summer period when school is not regularly in session may submit his/her name to the Superintendent, together with the position for which s/he is applying, and the address where s/he may be reached during the summer. The Superintendent shall notify such professional employee of any such vacancy in a position for which s/he has applied as far in advance as practicable, ordinarily at least twenty-one (21) calendar days before the final date when applications must be submitted and in no event less than fourteen (14) calendar days before such date, except in cases of emergency.

**26.6 a.** Announcements of appointments shall be made in the same manner as the notices of vacancies are posted.

**26.7 a.** All new and vacated administrative positions which occur in federal programs shall be posted in the same manner as promotional positions.

**26.8 a.** It is understood by the Association that the foregoing procedure will not preclude the Board from filling any positions referred to with persons other than those presently on the staff of the Middletown Township School District.

#### ARTICLE XXVI B SECRETARIAL PROMOTIONS

**26.1 b.** All qualified secretaries shall be given adequate opportunity to make application for positions that become available.

**26.2 b.** All secretarial and clerical vacancies shall be posted no later than two (2) weeks following the date that the vacancy occurs or a resignation is received, and each employee within the bargaining unit shall have the opportunity to apply for and be interviewed for said vacancy. Any such interview shall occur no later than two (2) weeks following such application. All applicants for the vacant position shall be notified, within ten (10) days of the completion of the interviews, of the final decision.

#### ARTICLE XXVII A TEACHER EVALUATION

**27.1 a.** All monitoring or observing of the work performance of a professional employee shall be conducted openly and with full knowledge of the professional. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

**27.2 a.** Tenure teachers shall be evaluated at least one time per year. A professional employee shall be given a formal conference with his/her evaluator before any classroom evaluation is submitted to his/her superior, to the central office, placed in the professional employee's file or otherwise acted upon. Within three (3) school days of the time of an observation, the evaluator shall meet with the teacher observed. No sooner than one (1)

school day thereafter, but no later than three (3) school days thereafter, the evaluator shall prepare a written evaluation and present three (3) copies to the professional employee for his or her signature.

**27.3 a.** Each evaluation copy shall contain the statement "I have read and conferred with (evaluator's name) on the above evaluation." The professional employee's signature does not imply in any way that s/he is in agreement with the evaluation.

**27.4 a.** Two (2) copies of the signed evaluation are returned to the evaluator. No professional employee shall be required to sign a blank or incomplete evaluation form.

**27.5 a.** Any professional employee shall be granted the opportunity upon reasonable notice to the Superintendent to review the contents of his/her personnel file once annually. Such employee may after reviewing his/her file submit a written reply to any material in his/her file which s/he believes to be derogatory, which reply shall become a part of the file.

**27.6 a.** Final evaluation of a professional employee upon termination of his/her employment shall be concluded prior to severance and no documents and/or material related thereto shall be placed in the personnel file of such a professional employee after severance other than in accordance with the procedure set forth in this Article.

**27.7 a.** Employees shall have the right of representation if disputing an evaluation.

#### ARTICLE XXVII B SECRETARIAL EVALUATIONS

**27.1 b.** Evaluations shall be made at the completion of the ninety (90) day probationary period of secretaries by the person's immediate supervisor.

**27.2 b.** An evaluation of all post-probationary secretaries shall be made at least once yearly by the person's immediate supervisor.

**27.3 b.** The evaluator shall prepare a written report and present three (3) copies to the employee for his/her signature.

**27.4 b.** Each evaluation copy shall contain the statement "I have read and conferred with (the evaluator's name) on the above evaluation." The employee's signature does not imply in any way that s/he is in agreement with the evaluation.

**27.5 b.** Two (2) copies of the signed evaluation are returned to the evaluator. No employee shall be required to sign a blank or incomplete evaluation form.

**27.6 b.** Employees shall have the right of representation if disputing an evaluation.

## ARTICLE XXVIII FAIR DISMISSAL PROCEDURE

28.1 On or before May 15th of each year, the Board shall give to each non-tenured professional employee continuously employed since the preceding September either a written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increase in salary and benefits as may be required by law or agreement between the Board and the Association, or a written notice that such employment not be offered.

28.2 Should the Board fail to give a non-tenured professional employee either an offer of contract for employment for the next succeeding year or notice that such employment shall not be offered on or before May 15th, the Board shall be deemed to have offered to that professional employee continued employment for the next succeeding year upon the terms and conditions of employment as may be required by law or agreement between the Board and the Association.

28.3 If the professional employee, tenured or non-tenured, desires to accept employment s/he shall notify the Board of such acceptance, in writing, preferably by May 15th but in no event later than June 1st, in which event such employment shall continue as provided for herein. If the professional employee has been on leave of absence and desires to return s/he shall notify the Board no later than June 1st, in which event such employment shall continue as provided for herein. Effective July 1, 1998, if a professional employee has been on leave of absence and desires to return s/he shall notify the Board no later than April 30th, in which event such employment shall continue as provided for herein.

28.4 Any non-tenured professional employee who is not offered a contract of employment for the subsequent year will be permitted an interview with the Superintendent, at which interview s/he is permitted to have present a representative of the Association. The file of the professional employee will be available for the professional employee's perusal or perusal of the representative of the Association.

28.5 Any non-tenured professional employee employed subsequent to January 1st but no later than April 1st shall on or before June 1st receive the provisions of paragraphs 28.1 through 28.4 inclusive with the date of June 1st as provided in this Article, provided that said professional employee has been continuously employed in the District for at least sixty (60) days prior to June 1st.

## ARTICLE XXIX TEACHER-ADMINISTRATION LIAISON

29.1 The professional employees may select a Liaison Committee of no more than four (4) professional employees for each elementary school which shall meet with the Principal three (3) times a year unless fewer meetings are mutually agreed upon.

29.2 In the high schools and middle schools where departmentalization

exists, the committee shall include no more than one (1) representative from each department.

29.3 The meetings shall be for the purpose of permitting the employee's committee to review and discuss local school problems and practices and to play an active role in recommending revision or development of building policies. Areas for consideration shall include but not be limited to such matters as curriculum, textbooks, distribution of materials and supplies, discipline, and parent visitation. These meetings shall take place immediately following the school day.

29.4 The officers of the Association may meet with the Superintendent three (3) times a year or more often if mutually agreed upon to review and discuss current school problems and practices. These meetings shall take place immediately following the school day.

## ARTICLE XXX CURRICULUM CONSULTATION COMMITTEE

30.1 A Curriculum Consultation Committee shall be established annually. The Committee shall consist of the Superintendent or his/her designee and four (4) representatives appointed by him/her and five (5) representatives appointed by the Association.

30.2 The purpose of the Committee shall be to strengthen the educational program through recommendations, research, implementation and evaluation of the Board and the Association to best meet the needs of the students, the schools and the community. The Committee may consider any related matters regarding the effective operation of the Middletown Township School District.

30.3 The Committee shall be authorized to establish study committees for specific projects to allow for those who would be affected by the Committee recommendations to have an opportunity to be involved.

30.4 The Committee shall encourage the initiation of ideas and suggestions for projects by individual professional employees, departments, grades, Association committees, Administrators, Board members, students, parents or other interested parties.

30.5 Nothing in this Article shall be interpreted to prevent the Committee from consulting such additional professional employees, administrators, professional advisors, students, parents or other persons as the members herein designated shall determine are desirable and appropriate for said purposes. Such persons shall serve without compensation and shall have no vote on the Committee.

30.6 The Committee shall establish its own rules of procedure and shall provide for a rotating chairperson who shall be responsible for the arrangement and conduct of meetings. Meetings shall normally be conducted after school hours, but, by mutual agreement of the parties, the Committee is not precluded from meeting during the school day. No member of the Committee shall be paid for participation on the Committee.



**30.7** The Board agrees that within sixty (60) calendar days following receipt of recommendations from the Committee it will respond to the recommendations either by requesting additional information, indicating it will implement the recommendations, it will not implement the recommendations, or it will partially implement the recommendations.

**30.8** Should the Committee be unable to recommend a solution to a problem under consideration, then either the Superintendent, his/her designee, or the Association designee may request a meeting with the Board in executive session provided each member of the Committee is informed of the request. The Board agrees that if such a request is granted every member of the committee will be permitted to attend the executive session.

**30.9** It is understood and agreed that the Curriculum Consultation Committee will function only in an advisory capacity and should any of its conclusions or recommendations be rejected by the Board or should the Board refuse to implement any of its conclusions or recommendations, such action by the Board shall not constitute or be the basis for processing a grievance.

**30.10** In addition to whatever unassigned time they may be entitled to under the terms of this Agreement, professional employees who are members of any of the Committee's sub-committees shall be provided with released time at the discretion of the Superintendent for the purpose of working on any of the Committee's projects.

#### **ARTICLE XXXI PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT**

**31.1** The parties recognize that professional employees must continue to review curricular content, teaching methods and materials, educational philosophy and goals, social changes and topics related to education. The parties also support the principle of continuing training of professional employees and the improvement of instruction.

**31.2** To work towards the ends stated above, the Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other sessions a professional or secretarial employee is required to attend.

**31.3** All in-service programs shall be conducted during the in-school workday if professional employee's attendance is mandatory. All such programs conducted after the professional employee's workday or during the summer shall be voluntary. Course credit shall be granted for in-service programs in the same manner as graduate credits. Excused absences cannot exceed two hours to receive credit.

**31.4** Prior to taking courses for which salary increment will be sought, the professional or secretarial employee shall complete, in duplicate, a Course Approval Form for Professional Staff or a Course Approval Form for

Secretarial Staff, as appropriate, which shall be available in the Superintendent's Office and shall submit the form to the Superintendent for approval. Any additional courses requested subsequent to the initial request shall be resubmitted on the original form.

**31.5** The Course Approval Form for Professional Staff and the Course Approval Form for Secretarial Staff, submitted by both the professional or secretarial employees, shall list appropriate spaces for the course to be taken, the college, university or institution where it is to be taken, the date of completion, the number of credits to be received and the mark attained. No more than eighteen (18) credits will be approved during the school year, with a maximum limit of nine (9) credits per semester or six (6) credits per trimester. (Note: Summer Inter-session is not to be considered part of the eighteen (18) credit limitation. Mid-term Inter-session is to be considered part of the eighteen (18) credit limitation.)

**31.6** The superintendent has the authority to decline approval for any course or courses which in his/her opinion are not relevant to the job the professional or secretarial employee is hired to perform. The superintendent or his designee shall establish criteria for the approval of courses. The M.T.E.A. shall be consulted concerning criteria.

**31.7** Approval or rejection of any course or courses by the Superintendent shall be so stated on the Course Approval Form, a copy of which shall be returned to the professional or secretarial employee who has applied.

**31.8** Salary increment shall be granted on September 1st, and/or February 1st, next following the presentation by the professional employee of an official transcript setting forth the grade attained and attesting to the fact that the course or courses have been satisfactorily completed, or, by the secretarial employee, a verification of completion.

**31.9** Secretarial staff shall receive salary guide credit for additional education at the rate of three hundred dollars (\$300) for every seventy-five (75) hours of related seminar or undergraduate work or their equivalent. Effective July 1, 2008, Secretarial staff members shall receive annual stipends of two hundred fifty dollars (\$250) for an AA degree and five hundred dollars (\$500) for a BA degree.

#### **ARTICLE XXXII MENTORING ASSIGNMENTS**

**32.1** All vacancies for mentoring positions shall be posted as early as the District is aware of its needs. Postings shall follow existing posting procedures in the District and shall include qualifications for the position.

**32.2** No employee shall be involuntarily assigned to serve as a mentor if there are qualified volunteers available. If an employee is involuntarily assigned to a mentoring position, said employee shall not be involuntarily assigned again until all other qualified employees have been assigned.

**32.3** No teacher shall serve as a mentor unless s/he is tenured in the District.

**32.4** No teacher shall serve as a mentor to more than one provisional/alternate route teacher simultaneously.  
**32.5** Mentors shall receive a stipend in accordance with Schedule D-2.

**32.6** The M.T.E.A. representatives on the District Professional Development Committee shall be compensated with release time and with no more than ten (10) hours per year at the curriculum rate.

**32.7** An updated and complete list of mentors by building and grade/subject area shall be provided to the District Professional Development Committee and the Association office and shall be posted in each building each time additional mentors are approved for assignment by the Board.

**32.8** All openings for mentors shall be posted in the building where the opening exists. Copies shall be sent to the Association office. In addition, the Board will advertise for mentor applications twice in each year, the first time in August, which shall be included in every teacher's August 15 notification of schedule, and again in January.

**32.9** Mentor participation in any formal or informal administrator evaluation of a novice teacher or in consultation with building administration regarding the performance of a novice teacher is strictly prohibited. No mentor shall be required to prepare any paperwork which might be used in connection with the evaluation of a novice teacher.

**32.10** Upon written request by the Association, a written explanation for the appointment of a mentor to a novice teacher will be provided.

#### ARTICLE XXXIII MAINTENANCE OF CLASSROOM CONTROL AND DISCIPLINE

**33.1** When, in the judgment of a teacher, a student is by his/her behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student from the classroom and refer him/her to the principal.

**33.2** Within sixty (60) calendar days after the execution of this Agreement, a Joint Student Behavior Committee consisting of four (4) members appointed by the Superintendent and four (4) members appointed by the Association shall be established. The purpose of the committee shall be to develop proposals to be recommended to the Board for adoption for use by the teachers in handling disruptive students and to develop constructive programs for disruptive students whose presence in regular classes represents unusual problems for the regular learning process. The Committee shall dissolve following its recommendations to the Board which shall be made within four (4) months after the committee is created. In no event shall the committee dissolve prior to a response to its recommendations from the Board and in no event shall the committee's existence extend beyond the contractual period.

#### ARTICLE XXXIV COMPLAINT PROCEDURE

**34.1** Any complaint regarding a professional employee made to any member of the administration by any parent, student, staff member, administrator or member of the public which does or may influence evaluation of a professional employee shall be promptly called to the professional employee's attention following the initial investigation of the complaint by the Administration or the Board.

**34.2** Prior to taking any disciplinary action predicated upon a complaint by a parent, student, staff member, administrator or member of the public, the complainant shall be identified and the professional employee shall have an opportunity to respond to and/or rebut such complaint and shall be entitled to representation provided by the Association.

#### ARTICLE XXXV HOME INSTRUCTION

**35.1** All professional employees seeking home instruction assignments shall make application for such assignments in writing to the Superintendent and shall state in said application the field(s) of New Jersey State Certification and the grade level of Certification.

**35.2** A listing of all such applicants shall be compiled no later than October 1st of each school year and be arranged alphabetically according to subject area and grade level. Applications received subsequent to September 30th of any school year shall be added to the end of said listing with the date of receipt of said application.

**35.3** Multiple assignments shall be made only on a rotational basis, except that a classroom teacher assigned under Subsection 1 of this section shall not suffer loss of said employee's rotational position in the compiled listing.

**35.4** A professional employee regularly assigned to a full teaching schedule shall be assigned no more than a maximum of ten (10) hours home instruction per calendar week.

**35.5** Refusal by a professional employee of a home instruction assignment shall render said employee's rotational position on the compiled listing forfeit and the name of said professional employee shall be added to the end of the listing as of the date of said refusal. Three (3) such refusals shall effectively remove said employee's name from the listing and said name shall be replaced on the listing only upon re-application the following school year.

**34.6** All applications made during the term of this Agreement shall be deemed permanent for the duration of this Agreement, except as herein noted.

**35.7** All home instruction shall take place outside of the professional employee's work day as listed in Schedule C, attached and shall be conducted at no time within the school buildings of this district.

**35.8** All professional employees actively engaged in home instruction shall report to the Superintendent directly, or his/her designee. All reports shall be filed by the last workday of each calendar month.

**35.9** Computation of hours of instruction shall be exclusive of travel time

and compensation shall be made by the Board within sixty (60) days after the filing of the monthly report.

**35.10** The Board shall provide each professional employee assigned home instruction a health-status statement concerning the student to be instructed. Said status statement shall be in writing and receipt of same shall be acknowledged by said professional employee in writing.

**35.11** Statements of complaints originating from persons other than administrators within the system shall be subject to provisions of Article XXXIV.

**35.12** Compensation for home instruction assignments shall be 1/1200 of the first step of the Bachelor's Guide.

**35.13** Mileage shall be reimbursed at the rate specified in Article III, paragraph 3.8 based upon the district chart Schedule E attached.

#### ARTICLE XXXVI MISCELLANEOUS PROVISIONS

**36.1** The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in hiring, training, assigning, promoting, transferring, or disciplining of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

**36.2** This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy in accordance with N.J.S.A. 34:13A-5.3.

**36.3** Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**36.4** Terms and conditions of employment for professional employees implementing any pilot experimental program approved by the Board shall be negotiated with the Association prior to implementation.

**36.5** Whenever any notice is required to be given by either of the parties to this Agreement, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified mail, or hand delivered with a receipt at the following address:

1. If by the Association, to the Board  
C/O Superintendent  
834 Leonardville Road  
Leonardo, New Jersey 07737

2. If by the Board, to the Association  
C/O President  
81 Oak Hill Road, Suite 2A  
Red Bank, NJ 07701

**36.6** Upon acceptance of this agreement the Association and the Board shall each designate one (1) representative to prepare a corrected copy of the agreement. The corrected copy of the agreement shall be in the hands of a printer no later than thirty (30) days following the agreement. Within fifteen (15) days of the receipt of the corrections and modifications from the printer, the Board and the employees shall receive their final modifications.

**36.7. Prohibition against Reprisals.**

- a. No reprisals of any kind shall be taken by the Board or any of its representatives or agents against the Association or any member of the Association by reason of participation in the strike which commenced on November 29, 2001 and ended on December 7, 2001.
- b. No reprisals of any kind shall be taken by the Association or any of its representatives or agents against the Board, or any representative, agent or employee of the Board because of his or her attendance at work or other actions or inaction during the aforesaid strike.

#### ARTICLE XXXVII SAVING CLAUSE

**37.1** Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a Court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provisions to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

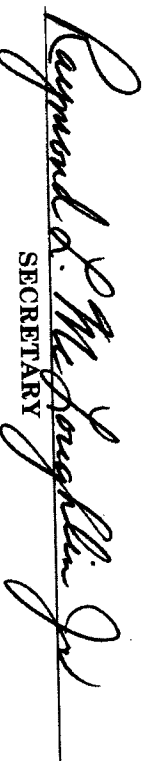
**ARTICLE XXXVIII AGREEMENT**

38.1. This Agreement shall be effective as stated in Article II of this Agreement, subject to the Association's right to negotiate a successor agreement under the conditions provided in Article II.

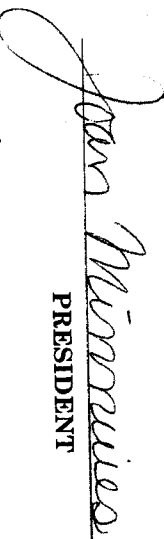
38.2. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their Secretaries, and their corporate seal placed thereon, all on the day and year first above written.

**MIDDLETOWN TOWNSHIP EDUCATION ASSOCIATION**

By   
PRESIDENT

By   
SECRETARY

**MIDDLETOWN TOWNSHIP BOARD OF EDUCATION**

By   
PRESIDENT

By   
SECRETARY

**SCHEDULE A  
2011-2012 PROFESSIONAL STAFF SALARY GUIDE**

STEP	BA	B10	B20	B30	M	M10	M20	M30	M45	M60	D
1	\$51,250	\$52,925	\$54,600	\$56,275	\$62,725	\$64,400	\$66,075	\$67,750	\$70,345	\$72,860	\$75,205
2&3	\$51,900	\$53,575	\$55,250	\$56,925	\$63,375	\$65,050	\$66,725	\$68,400	\$70,995	\$73,510	\$75,855
4&5	\$52,550	\$54,225	\$55,900	\$57,575	\$64,025	\$65,700	\$67,375	\$69,050	\$71,645	\$74,160	\$76,505
6	\$53,200	\$54,875	\$56,550	\$58,225	\$64,675	\$66,350	\$68,025	\$69,700	\$72,295	\$74,810	\$77,155
7	\$53,900	\$55,575	\$57,250	\$58,925	\$65,375	\$67,050	\$68,725	\$70,400	\$72,995	\$75,510	\$77,855
8	\$54,600	\$56,275	\$57,950	\$59,625	\$66,075	\$67,750	\$69,425	\$71,100	\$73,695	\$76,210	\$78,555
9	\$55,300	\$56,975	\$58,650	\$60,325	\$66,775	\$68,450	\$70,125	\$71,800	\$74,395	\$76,910	\$79,255
10	\$56,000	\$57,675	\$59,350	\$61,025	\$67,475	\$69,150	\$70,825	\$72,500	\$75,095	\$77,610	\$79,955
11	\$56,725	\$58,400	\$60,075	\$61,750	\$68,200	\$69,875	\$71,550	\$73,225	\$75,820	\$78,335	\$80,680
12	\$57,475	\$59,150	\$60,825	\$62,500	\$68,950	\$70,625	\$72,300	\$73,975	\$76,570	\$79,085	\$81,430
13	\$58,325	\$60,000	\$61,675	\$63,350	\$69,800	\$71,475	\$73,150	\$74,825	\$77,420	\$79,935	\$82,280
14	\$59,225	\$60,900	\$62,575	\$64,250	\$70,700	\$72,375	\$74,050	\$75,725	\$78,320	\$80,835	\$83,180
15	\$63,045	\$64,720	\$66,395	\$68,070	\$74,520	\$76,195	\$77,870	\$79,545	\$82,140	\$84,655	\$87,000
16	\$67,025	\$68,700	\$70,375	\$72,050	\$78,500	\$80,175	\$81,850	\$83,525	\$86,120	\$88,635	\$90,980
17	\$73,525	\$75,200	\$76,875	\$78,550	\$85,000	\$86,675	\$88,350	\$90,025	\$92,620	\$95,135	\$97,480
18	\$80,375	\$82,050	\$83,725	\$85,400	\$91,850	\$93,525	\$95,200	\$96,875	\$99,470	\$101,985	\$104,330

**LONGEVITIES:**  
Longevities before 'MAX' are included in the guide..  
Upon completion of 3 additional years of service beyond the guide, add \$4,000.

**SCHEDULE A**  
**2012-2013 PROFESSIONAL STAFF SALARY GUIDE**  
**(1<sup>st</sup> HALF of SCHOOL YEAR)**

STEP	BA	B10	B20	B30	M	M10	M20	M30	M45	M60	D
1	\$52,070	\$53,750	\$55,430	\$57,110	\$63,580	\$65,340	\$67,020	\$68,700	\$71,390	\$73,910	\$76,260
2&3	\$52,720	\$54,400	\$56,080	\$57,760	\$64,230	\$65,990	\$67,670	\$69,350	\$72,040	\$74,560	\$76,910
4&5	\$53,365	\$55,045	\$56,725	\$58,405	\$64,875	\$66,635	\$68,315	\$69,995	\$72,685	\$75,205	\$77,555
6	\$54,050	\$55,730	\$57,410	\$59,090	\$65,560	\$67,320	\$69,000	\$70,680	\$73,370	\$75,890	\$78,240
7	\$54,750	\$56,430	\$58,110	\$59,790	\$66,260	\$68,020	\$69,700	\$71,380	\$74,070	\$76,590	\$78,940
8	\$55,450	\$57,130	\$58,810	\$60,490	\$66,960	\$68,720	\$70,400	\$72,080	\$74,770	\$77,290	\$79,640
9	\$56,150	\$57,830	\$59,510	\$61,190	\$67,660	\$69,420	\$71,100	\$72,780	\$75,470	\$77,990	\$80,340
10	\$56,875	\$58,555	\$60,235	\$61,915	\$68,385	\$70,145	\$71,825	\$73,505	\$76,195	\$78,715	\$81,065
11	\$57,625	\$59,305	\$60,985	\$62,665	\$69,135	\$70,895	\$72,575	\$74,255	\$76,945	\$79,465	\$81,815
12	\$58,475	\$60,155	\$61,835	\$63,515	\$69,985	\$71,745	\$73,425	\$75,105	\$77,795	\$80,315	\$82,665
13	\$59,375	\$61,055	\$62,735	\$64,415	\$70,885	\$72,645	\$74,325	\$76,005	\$78,695	\$81,215	\$83,565
14	\$60,575	\$62,255	\$63,935	\$65,615	\$72,085	\$73,845	\$75,525	\$77,205	\$79,895	\$82,415	\$84,765
15	\$64,355	\$66,035	\$67,715	\$69,395	\$75,865	\$77,625	\$79,305	\$80,985	\$83,675	\$86,195	\$88,545
16	\$68,335	\$70,015	\$71,695	\$73,375	\$79,845	\$81,605	\$83,285	\$84,965	\$87,655	\$90,175	\$92,525
17	\$74,320	\$76,000	\$77,680	\$79,360	\$85,830	\$87,590	\$89,270	\$90,950	\$93,640	\$96,160	\$98,510
18	\$81,125	\$82,805	\$84,485	\$86,165	\$92,635	\$94,395	\$96,075	\$97,755	\$100,445	\$102,965	\$105,315

**LONGEVITIES:** The longevities before "MAX" are included in the guide.

Upon completion of 3 additional years of service beyond the guide, add \$4,000.

**NOTE:** Staff returning from last year remain, for the first half of 2012-13, on the same step (row) as the 2011-12 Guide. Movement to the correct column will be made for additional credits earned.

**SCHEDULE A**  
**2012-2013 PROFESSIONAL STAFF SALARY GUIDE**  
**(2<sup>nd</sup> HALF of SCHOOL YEAR)**

STEP	BA	B10	B20	B30	M	M10	M20	M30	M45	M60	D
1&2	\$52,275	\$53,955	\$55,635	\$57,315	\$63,785	\$65,545	\$67,225	\$68,905	\$71,595	\$74,115	\$76,465
3&4	\$52,920	\$54,600	\$56,280	\$57,960	\$64,430	\$66,190	\$67,870	\$69,550	\$72,240	\$74,760	\$77,110
5&6	\$53,605	\$55,285	\$56,965	\$58,645	\$65,115	\$66,875	\$68,555	\$70,235	\$72,925	\$75,445	\$77,795
7	\$54,305	\$55,985	\$57,665	\$59,345	\$65,815	\$67,575	\$69,255	\$70,935	\$73,625	\$76,145	\$78,495
8	\$55,005	\$56,685	\$58,365	\$60,045	\$66,515	\$68,275	\$69,955	\$71,635	\$74,325	\$76,845	\$79,195
9	\$55,705	\$57,385	\$59,065	\$60,745	\$67,215	\$68,975	\$70,655	\$72,335	\$75,025	\$77,545	\$79,895
10	\$56,430	\$58,110	\$59,790	\$61,470	\$67,940	\$69,700	\$71,380	\$73,060	\$75,750	\$78,270	\$80,620
11	\$57,180	\$58,860	\$60,540	\$62,220	\$68,690	\$70,450	\$72,130	\$73,810	\$76,500	\$79,020	\$81,370
12	\$58,030	\$59,710	\$61,390	\$63,070	\$69,540	\$71,300	\$72,980	\$74,660	\$77,350	\$79,870	\$82,220
13	\$58,930	\$60,610	\$62,290	\$63,970	\$70,440	\$72,200	\$73,880	\$75,560	\$78,250	\$80,770	\$83,120
14	\$60,130	\$61,810	\$63,490	\$65,170	\$71,640	\$73,400	\$75,080	\$76,760	\$79,450	\$81,970	\$84,320
15	\$63,910	\$65,590	\$67,270	\$68,950	\$75,420	\$77,180	\$78,860	\$80,540	\$83,230	\$85,750	\$88,100
16	\$68,120	\$69,800	\$71,480	\$73,160	\$79,630	\$81,390	\$83,070	\$84,750	\$87,440	\$89,960	\$92,310
17	\$74,320	\$76,000	\$77,680	\$79,360	\$85,830	\$87,590	\$89,270	\$90,950	\$93,640	\$96,160	\$98,510
18	\$81,125	\$82,805	\$84,485	\$86,165	\$92,635	\$94,395	\$96,075	\$97,755	\$100,445	\$102,965	\$105,315

**LONGEVITIES:** Longevities before "MAX" are included in the guide. The longevity after "MAX" totals \$4000.

**NOTE:** Staff returning from 2011-12 will move to the next step (row) from the 1st Half Guide.

Staff who were not on the 2011-12 Guide will remain on the same step (row) as the 1st Half Guide.

Movement to the correct column will be made for additional credits earned.

## SCHEDULE A 2013-2014 PROFESSIONAL STAFF SALARY GUIDE

STEP	BA	B10	B20	B30	M	M10	M20	M30	M45	M60	D
1	\$52,665	\$54,360	\$56,055	\$57,750	\$64,275	\$66,055	\$67,750	\$69,445	\$72,160	\$74,700	\$77,075
2&3	\$53,310	\$55,005	\$56,700	\$58,395	\$64,920	\$66,700	\$68,395	\$70,090	\$72,805	\$75,345	\$77,720
4&5	\$53,995	\$55,690	\$57,385	\$59,080	\$65,605	\$67,385	\$69,080	\$70,775	\$73,490	\$76,030	\$78,405
6&7	\$54,695	\$56,390	\$58,085	\$59,780	\$66,305	\$68,085	\$69,780	\$71,475	\$74,190	\$76,730	\$79,105
8	\$55,395	\$57,090	\$58,785	\$60,480	\$67,005	\$68,785	\$70,480	\$72,175	\$74,890	\$77,430	\$79,805
9	\$56,095	\$57,790	\$59,485	\$61,180	\$67,705	\$69,485	\$71,180	\$72,875	\$75,590	\$78,130	\$80,505
10	\$56,820	\$58,515	\$60,210	\$61,905	\$68,430	\$70,210	\$71,905	\$73,600	\$76,315	\$78,855	\$81,230
11	\$57,570	\$59,265	\$60,960	\$62,655	\$69,180	\$70,960	\$72,655	\$74,350	\$77,065	\$79,605	\$81,980
12	\$58,420	\$60,115	\$61,810	\$63,505	\$70,030	\$71,810	\$73,505	\$75,200	\$77,915	\$80,455	\$82,830
13	\$59,320	\$61,015	\$62,710	\$64,405	\$70,930	\$72,710	\$74,405	\$76,100	\$78,815	\$81,355	\$83,730
14	\$60,520	\$62,215	\$63,910	\$65,605	\$72,130	\$73,910	\$75,605	\$77,300	\$80,015	\$82,555	\$84,930
15	\$64,300	\$65,995	\$67,690	\$69,385	\$75,910	\$77,690	\$79,385	\$81,080	\$83,795	\$86,335	\$88,710
16	\$68,510	\$70,205	\$71,900	\$73,595	\$80,120	\$81,900	\$83,595	\$85,290	\$88,005	\$90,545	\$92,920
17	\$74,070	\$75,765	\$77,460	\$79,155	\$85,680	\$87,460	\$89,155	\$90,850	\$93,565	\$96,105	\$98,480
18	\$77,875	\$79,570	\$81,265	\$82,960	\$89,485	\$91,265	\$92,960	\$94,655	\$97,370	\$99,910	\$102,285
19	\$81,875	\$83,570	\$85,265	\$86,960	\$93,485	\$95,265	\$96,960	\$98,655	\$101,370	\$103,910	\$106,285

**LONGEVITIES:**

Longevities before 'MAX' are included in the guide.

Upon completion of 2 additional years of service beyond the guide, add \$4,000 (due to added step).

STEP	I-12	I-10	II-12	II-10	III-12	III-10
1&2	\$38,853	\$32,377	\$34,789	\$28,991	\$32,201	\$26,834
3	\$39,097	\$32,580	\$35,049	\$29,208	\$32,481	\$27,068
4	\$39,345	\$32,787	\$35,309	\$29,424	\$32,761	\$27,301
5	\$39,597	\$32,997	\$35,569	\$29,641	\$33,041	\$27,535
6	\$39,853	\$33,210	\$35,829	\$29,858	\$33,321	\$27,768
7	\$40,113	\$33,427	\$36,089	\$30,074	\$33,601	\$28,001
8	\$40,377	\$33,647	\$36,349	\$30,291	\$33,881	\$28,235
9	\$40,645	\$33,870	\$36,609	\$30,508	\$34,161	\$28,468
10	\$40,917	\$34,097	\$36,869	\$30,724	\$34,441	\$28,701
11	\$41,740	\$34,783	\$37,289	\$31,074	\$34,941	\$29,117
12	\$42,505	\$35,421	\$38,537	\$32,114	\$36,117	\$30,098
13	\$43,470	\$36,225	\$39,741	\$33,118	\$37,429	\$31,190
14	\$45,100	\$37,583	\$41,514	\$34,595	\$40,318	\$33,598
15	\$47,430	\$39,525	\$44,031	\$36,693	\$43,528	\$36,273
16	\$50,458	\$42,048	\$48,626	\$40,521	\$47,059	\$39,216

**LONGEVITIES:**

Upon completion in District of 15 years, add \$800.

Upon completion in District of 19 years, add \$900.

Upon completion in District of 24 years, add \$980.

**ADDITIONAL PENSIONABLE STIPENDS:**

Computer Programmer/Analyst and Purchasing Agent, add \$20,000.

For every 75 hrs. of related seminar or graduate work, add \$300.

For an A.A. degree, add \$250.

For a B.A. or B.S. degree, add \$500.

## SCHEDULE A 2011-2012 SECRETARIAL GUIDE

**SCHEDULE A**  
**2012-2013 SECRETARIAL GUIDE**  
**(1<sup>st</sup> HALF of SCHOOL YEAR)**

STEP	I-12	I-10	II-12	II-10	III-12	III-10
1&2	\$39,177	\$32,648	\$35,104	\$29,254	\$32,506	\$27,089
3	\$39,422	\$32,851	\$35,364	\$29,470	\$32,786	\$27,322
4	\$39,671	\$33,059	\$35,625	\$29,688	\$33,067	\$27,556
5	\$39,924	\$33,270	\$35,886	\$29,905	\$33,348	\$27,790
6	\$40,181	\$33,484	\$36,147	\$30,123	\$33,629	\$28,025
7	\$40,442	\$33,701	\$36,408	\$30,340	\$33,910	\$28,259
8	\$40,707	\$33,922	\$36,669	\$30,558	\$34,191	\$28,493
9	\$40,976	\$34,146	\$36,930	\$30,775	\$34,472	\$28,727
10	\$41,249	\$34,374	\$37,191	\$30,993	\$34,753	\$28,961
11	\$42,073	\$35,060	\$37,612	\$31,343	\$35,254	\$29,378
12	\$42,839	\$35,699	\$38,861	\$32,384	\$36,431	\$30,359
13	\$43,805	\$36,504	\$40,066	\$33,388	\$37,744	\$31,453
14	\$45,436	\$37,863	\$41,840	\$34,867	\$40,634	\$33,861
15	\$48,192	\$40,160	\$45,470	\$37,891	\$44,075	\$36,730
16	\$50,948	\$42,456	\$49,099	\$40,916	\$47,517	\$39,598

**LONGEVITIES:**  
 Upon completion in District of 15 years, add \$800.  
 Upon completion in District of 19 years, add \$900.  
 Upon completion in District of 24 years, add \$980.

**ADDITIONAL PENSIONABLE STIPENDS:**  
 Computer Programmer/Analyst and Purchasing Agent, add \$20,000.  
 For every 75 hrs. of related seminar or graduate work, add \$300.  
 For an A.A. degree, add \$250.  
 For a B.A. degree, add \$500.

**NOTE:** Staff returning from last year remain, for the first half of 2012-13, on the same step (row) as the 2011-12 Guide.  
 Movement to the correct column will be made for additional credits earned.

**SCHEDULE A**  
**2012-2013 SECRETARIAL GUIDE**  
**(2<sup>nd</sup> HALF of SCHOOL YEAR)**

STEP	I-12	I-10	II-12	II-10	III-12	III-10
1	\$39,297	\$32,748	\$35,192	\$29,326	\$32,703	\$27,253
2&3	\$39,549	\$32,958	\$35,438	\$29,531	\$32,905	\$27,421
4	\$39,801	\$33,168	\$35,684	\$29,736	\$33,107	\$27,589
5	\$40,089	\$33,408	\$35,984	\$29,986	\$33,399	\$27,833
6	\$40,378	\$33,649	\$36,272	\$30,226	\$33,695	\$28,079
7	\$40,648	\$33,874	\$36,548	\$30,456	\$33,995	\$28,329
8	\$40,906	\$34,089	\$36,812	\$30,676	\$34,299	\$28,583
9	\$41,158	\$34,299	\$37,064	\$30,886	\$34,607	\$28,839
10	\$41,446	\$34,539	\$37,304	\$31,086	\$34,919	\$29,099
11	\$41,728	\$34,774	\$37,588	\$31,323	\$35,235	\$29,363
12	\$42,506	\$35,422	\$38,018	\$31,681	\$35,751	\$29,793
13	\$43,331	\$36,109	\$39,212	\$32,676	\$36,849	\$30,708
14	\$44,291	\$36,909	\$40,412	\$33,676	\$38,159	\$31,799
15	\$47,626	\$39,688	\$44,760	\$37,300	\$42,842	\$35,702
16	\$50,960	\$42,466	\$49,109	\$40,924	\$47,525	\$39,604

**LONGEVITIES:**  
 Upon completion in District of 15 years, add \$800.  
 Upon completion in District of 19 years, add \$900.  
 Upon completion in District of 24 years, add \$980.

**ADDITIONAL PENSIONABLE STIPENDS:**  
 Computer Programmer/Analyst and Purchasing Agent, add \$20,000.  
 For every 75 hrs. of related seminar or graduate work, add \$300.  
 For an A.A. degree, add \$250.  
 For a B.A. or B.S. degree, add \$500.

**NOTE:** Staff returning from 2011-12 will move to the next step (row) from the 1st Half Guide.  
 Staff who were not on the 2011-12 Guide will remain on the same step (row) as the 1st Half Guide.  
 Movement to the correct column will be made for additional credits earned.

# SCHEDULE A 2013-2014 SECRETARIAL GUIDE

STEP	I-12	I-10	II-12	II-10	III-12	III-10
1&2	\$40,280	\$33,567	\$36,072	\$30,060	\$33,521	\$27,934
3&4	\$40,527	\$33,773	\$36,322	\$30,268	\$33,728	\$28,106
5	\$40,785	\$33,988	\$36,573	\$30,477	\$33,935	\$28,279
6	\$41,060	\$34,216	\$36,861	\$30,718	\$34,217	\$28,514
7	\$41,335	\$34,446	\$37,137	\$30,948	\$34,504	\$28,753
8	\$41,591	\$34,659	\$37,401	\$31,167	\$34,794	\$28,995
9	\$41,855	\$34,879	\$37,670	\$31,392	\$35,105	\$29,254
10	\$42,132	\$35,110	\$37,945	\$31,621	\$35,430	\$29,525
11	\$42,427	\$35,356	\$38,190	\$31,825	\$35,757	\$29,798
12	\$42,673	\$35,561	\$38,442	\$32,035	\$36,045	\$30,038
13	\$43,644	\$36,370	\$39,037	\$32,531	\$36,720	\$30,600
14	\$45,195	\$37,663	\$41,134	\$34,278	\$38,966	\$32,472
15	\$46,943	\$39,119	\$43,493	\$36,244	\$41,492	\$34,577
16	\$48,789	\$40,658	\$46,114	\$38,428	\$44,299	\$36,916
17	\$51,482	\$42,901	\$49,579	\$41,316	\$47,948	\$39,957

**LONGEVITIES:**

Upon completion in District of 15 years, add \$800.  
 Upon completion in District of 19 years, add \$900.  
 Upon completion in District of 24 years, add \$980.

**ADDITIONAL PENSIONABLE STEPPENDS:**

Computer Programmer/Analyst and Purchasing Agent, add \$20,000.  
 For every 75 hrs. of related seminar or graduate work, add \$300.  
 For an A.A. degree, add \$250  
 For a B.A. or B.S. degree, add \$500.

# 2011-12 SCHEDULE D1

	STEP 1	STEP 2	STEP 3	STEP 4
<b>GROUP A (Football)</b>				
Head	\$7,082	\$7,210	\$7,382	\$7,578
Asst	\$4,731	\$4,821	\$4,937	\$5,069
Frosh	\$4,328	\$4,410	\$4,515	\$4,637
Frosh Asst	\$3,587	\$3,656	\$3,743	\$3,843
<b>GROUP B (Basketball, Wrestling)</b>				
Head	\$6,910	\$7,041	\$7,210	\$7,401
Asst	\$4,458	\$4,542	\$4,652	\$4,775
Frosh	\$3,923	\$3,998	\$4,094	\$4,204
Middle Sch	\$3,274	\$3,335	\$3,416	\$3,508
<b>GROUP C (Cross Country, Field Hockey, Gymnastics, Soccer, Ice Hockey, Indoor Track, Swimming, Baseball, Softball, Outdoor Track; Middle Asst in Cross Country or Wrestling only, one per Middle School)</b>				
Head	\$6,066	\$6,182	\$6,330	\$6,497
Asst	\$3,896	\$3,970	\$4,065	\$4,175
Frosh	\$3,457	\$3,522	\$3,606	\$3,704
Middle Sch	\$3,174	\$3,234	\$3,311	\$3,400
Middle Asst	\$2,046	\$2,085	\$2,136	\$2,193
<b>GROUP D (Tennis)</b>				
Head	\$4,400	\$4,484	\$4,591	\$4,713
<b>GROUP E (Bowling, Golf)</b>				
Head	\$3,216	\$3,277	\$3,355	\$3,444
<b>Cheerleading (per season)</b>				
Head	\$2,428	\$2,475	\$2,534	\$2,602
Asst	\$2,047	\$2,086	\$2,137	\$2,194
Middle Sch	\$1,645	\$1,676	\$1,716	\$1,763
<b>GROUP F (per season)</b>				
Weight Cch	\$2,984	\$3,040	\$3,113	\$3,196
HS Equip Mgr	\$6,334	\$6,454	\$6,608	\$6,784
MS Ath Coord	\$3,280	\$3,341	\$3,422	\$3,513
Intramurals	\$1,281	\$1,305	\$1,336	\$1,372

**Note:** All coaches progress on this guide for each year of experience. Moving from one level to another in the same sport (Ex. Frosh Basketball to Head Basketball) grants the employee credit for prior experience.



## 2012-2013 SCHEDULE D1

	STEP 1	STEP 2	STEP 3	STEP 4
<b>GROUP A (Football)</b>				
Head	\$7,152	\$7,280	\$7,436	\$7,628
Asst	\$4,781	\$4,871	\$4,973	\$5,099
Frosh	\$4,378	\$4,460	\$4,552	\$4,667
Frosh Asst	\$3,637	\$3,706	\$3,783	\$3,873
<b>GROUP B (Basketball, Wrestling)</b>				
Head	\$6,980	\$7,111	\$7,264	\$7,451
Asst	\$4,508	\$4,592	\$4,691	\$4,805
Frosh	\$3,973	\$4,048	\$4,133	\$4,234
Middle Sch	\$3,324	\$3,385	\$3,456	\$3,538
<b>GROUP C (Cross Country, Field Hockey, Gymnastics, Soccer, Ice Hockey, Indoor Track, Swimming, Baseball, Softball, Outdoor Track; Middle Asst in Cross Country or Wrestling only, one per Middle School)</b>				
Head	\$6,136	\$6,252	\$6,386	\$6,547
Asst	\$3,946	\$4,017	\$4,101	\$4,205
Frosh	\$3,507	\$3,569	\$3,642	\$3,734
Middle Sch	\$3,224	\$3,281	\$3,347	\$3,430
Middle Asst	\$2,086	\$2,123	\$2,165	\$2,213
<b>GROUP D (Tennis)</b>				
Head	\$4,450	\$4,524	\$4,621	\$4,743
<b>GROUP E (Bowling, Golf)</b>				
Head	\$3,266	\$3,317	\$3,384	\$3,473
<b>Cheerleading (per season)</b>				
Head	\$2,478	\$2,515	\$2,564	\$2,631
Asst	\$2,087	\$2,123	\$2,165	\$2,214
Middle Sch	\$1,685	\$1,714	\$1,746	\$1,783
<b>GROUP F (per season)</b>				
Weight Cch	\$3,034	\$3,090	\$3,153	\$3,226
HS Equip Mgr	\$6,384	\$6,504	\$6,644	\$6,814
MS Ath Coord	\$3,330	\$3,391	\$3,462	\$3,543
Intramurals	\$1,303	\$1,326	\$1,356	\$1,392

Note: All coaches progress on this guide for each year of experience. Moving from one level to another in the same sport (Ex. Frosh Basketball to Head Basketball) grants the employee credit for prior experience.

M.T.E.A

2011-2014

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## 2013-2014 SCHEDULE D1

	STEP 1	STEP 2	STEP 3	STEP 4
<b>GROUP A (Football)</b>				
Head	\$7,242	\$7,392	\$7,542	\$7,692
Asst	\$4,841	\$4,941	\$5,042	\$5,142
Frosh	\$4,433	\$4,524	\$4,616	\$4,707
Frosh Asst	\$3,683	\$3,758	\$3,832	\$3,907
<b>GROUP B (Basketball, Wrestling)</b>				
Head	\$7,067	\$7,216	\$7,365	\$7,514
Asst	\$4,564	\$4,658	\$4,753	\$4,847
Frosh	\$4,023	\$4,106	\$4,188	\$4,271
Middle Sch	\$3,365	\$3,433	\$3,501	\$3,569
<b>GROUP C (Cross Country, Field Hockey, Gymnastics, Soccer, Ice Hockey, Indoor Track, Swimming, Baseball, Softball, Outdoor Track; Middle Asst in Cross Country or Wrestling only, one per Middle School)</b>				
Head	\$6,213	\$6,343	\$6,474	\$6,604
Asst	\$3,996	\$4,077	\$4,159	\$4,241
Frosh	\$3,550	\$3,622	\$3,694	\$3,766
Middle Sch	\$3,264	\$3,330	\$3,395	\$3,461
Middle Asst	\$2,112	\$2,153	\$2,193	\$2,234
<b>GROUP D (Tennis)</b>				
Head	\$4,506	\$4,599	\$4,691	\$4,784
<b>GROUP E (Bowling, Golf)</b>				
Head	\$3,307	\$3,373	\$3,438	\$3,504
<b>Cheerleading (per season)</b>				
Head	\$2,509	\$2,558	\$2,607	\$2,656
Asst	\$2,113	\$2,154	\$2,194	\$2,235
Middle Sch	\$1,706	\$1,737	\$1,769	\$1,800
<b>GROUP F (per season)</b>				
Weight Cch	\$3,072	\$3,133	\$3,194	\$3,255
HS Equip Mgr	\$6,464	\$6,599	\$6,734	\$6,870
MS Ath Coord	\$3,371	\$3,439	\$3,506	\$3,574
Intramurals	\$1,319	\$1,348	\$1,377	\$1,406

Note: All coaches progress on this guide for each year of experience. Moving from one level to another in the same sport (Ex. Frosh Basketball to Head Basketball) grants the employee credit for prior experience.

M.T.E.A

2011-2014

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## 2011-2012 SCHEDULE D2

## 2011-2012 SCHEDULE D2

DISTRICT	STEP 1	STEP 2	STEP 3	STEP 4
Spec Olympics	\$3,466	\$3,511	\$3,578	\$3,653
Head Nurse	\$3,511	\$3,557	\$3,625	\$3,701
Mentor	\$2,978	\$3,016	\$3,073	\$3,138
Rec Club	\$2,287	\$2,317	\$2,361	\$2,411
SRA Coordinator	\$3,511	\$3,557	\$3,625	\$3,701
Pupil Services	\$3,511	\$3,557	\$3,625	\$3,701
<b>ELEM SCHOOL</b>				
Music, Choral, Art, PE (pp)	\$460	\$466	\$475	\$486
Yearbook	\$1,254	\$1,270	\$1,294	\$1,322
<b>MIDDLE SCHOOL</b>				
Dept Coord	\$2,728	\$2,763	\$2,815	\$2,875
Head Counselor	\$2,728	\$2,763	\$2,815	\$2,875
Newspaper (4 ed.)	\$1,482	\$1,502	\$1,531	\$1,563
Drama Cch (pp)	\$1,654	\$1,676	\$1,708	\$1,744
Tech Dir (pp)	\$ 681	\$ 690	\$ 703	\$ 718
Musical Dir (pp)	\$1,420	\$1,438	\$1,465	\$1,497
Choreog (pp)	\$ 684	\$ 693	\$ 706	\$ 722
AVA Coord	\$ 582	\$ 589	\$ 600	\$ 614
AVA (pp)	\$ 219	\$ 222	\$ 226	\$ 232
Yearbook	\$3,047	\$3,087	\$3,146	\$3,211
Student Council	\$1,329	\$1,346	\$1,372	\$1,401
Student Activities Dir	\$1,785	\$1,808	\$1,842	\$1,881
Band Dir	\$1,979	\$2,004	\$2,042	\$2,085
Band Dir (pc)	\$ 464	\$ 470	\$ 479	\$ 490
Chorus Dir	\$1,979	\$2,004	\$2,042	\$2,085
Chorus Dir (pc)	\$ 464	\$ 470	\$ 479	\$ 490
Math Club	\$1,785	\$1,808	\$1,842	\$1,881
Subst Abuse	\$1,785	\$1,808	\$1,842	\$1,881
Anti-Smoking	\$1,785	\$1,808	\$1,842	\$1,881
Envir Aw Club	\$1,785	\$1,808	\$1,842	\$1,881
Walking Club	\$1,785	\$1,808	\$1,842	\$1,881
Peer Mediation	\$1,785	\$1,808	\$1,842	\$1,881
<b>(Note: pp=per production; pc=per concert)</b>				
<b>HIGH SCHOOL</b>				
Head Counselor	\$3,511	\$3,557	\$3,625	\$3,701
Dept Coord	\$3,511	\$3,557	\$3,625	\$3,701
Dist Ed Dir	\$1,559	\$1,579	\$1,609	\$1,643
Newspaper (10 ed.)	\$7,656	\$7,755	\$7,902	\$8,068
Lit Mag (2 ed.)	\$5,023	\$5,088	\$5,185	\$5,293
Yearbook	\$7,601	\$7,699	\$7,845	\$8,010
<b>HIGH SCHOOL (cont'd)</b>				
Drama Club Adv	\$2,287	\$2,317	\$2,361	\$2,411
Director (3-act) (pp)	\$1,967	\$1,992	\$2,030	\$2,073
Director (Musical) (pp)	\$1,967	\$1,992	\$2,030	\$2,073
Music Director (pp)	\$1,618	\$1,639	\$1,670	\$1,706
Tech Director (pp)	\$1,832	\$1,856	\$1,891	\$1,931
Asst Tech Dir (pp)	\$1,150	\$1,165	\$1,187	\$1,212
Choreographer (pp)	\$1,117	\$1,131	\$1,152	\$1,178
Chess Team	\$2,287	\$2,317	\$2,361	\$2,411
Math Team	\$2,287	\$2,317	\$2,361	\$2,411
Science Team	\$2,287	\$2,317	\$2,361	\$2,411
Search Club	\$2,287	\$2,317	\$2,361	\$2,411
Key Club	\$2,287	\$2,317	\$2,361	\$2,411
Drug Prevention	\$2,287	\$2,317	\$2,361	\$2,411
Anti-Smoking	\$2,287	\$2,317	\$2,361	\$2,411
Dance Team	\$2,287	\$2,317	\$2,361	\$2,411
Computer Club	\$2,287	\$2,317	\$2,361	\$2,411
TV/Video Prod	\$2,287	\$2,317	\$2,361	\$2,411
Forensics	\$3,191	\$3,232	\$3,293	\$3,362
Pol Sci Club	\$3,191	\$3,232	\$3,293	\$3,362
Model UN Team	\$3,191	\$3,232	\$3,293	\$3,362
Band/Orch. Director	\$5,865	\$5,941	\$6,054	\$6,181
<b>(All Football Games, Two (2) Concerts and Competitions)</b>				
Asst Band Dir	\$3,365	\$3,408	\$3,473	\$3,546
Band Front Dir	\$2,656	\$2,691	\$2,742	\$2,800
<b>(Color Guard, Twirlers, Show Flags, One Season plus Spring Trout)</b>				
Parades (pp)	\$ 539	\$ 546	\$ 556	\$ 568
Pep Band Dir	\$3,365	\$3,408	\$3,473	\$3,546
Fred Band Dir	\$3,365	\$3,408	\$3,473	\$3,546
Choral Director	\$5,865	\$5,941	\$6,054	\$6,181
Student Council Adv	\$3,349	\$3,392	\$3,456	\$3,530
Sr Class Adv	\$4,083	\$4,136	\$4,215	\$4,302
Jr Class Adv	\$2,618	\$2,652	\$2,702	\$2,759
Fr/So Class Adv	\$2,618	\$2,652	\$2,702	\$2,759
Natl Hon Soc	\$1,150	\$1,165	\$1,187	\$1,212
Lang Hon Soc	\$1,117	\$1,131	\$1,152	\$1,178
<b>(French, Spanish, Italian, Latin/German, Russian)</b>				
Bottlecapers	\$1,978	\$2,003	\$2,041	\$2,084
Proj Transition	\$1,187	\$1,202	\$1,225	\$1,251
Proj Trans Lead	\$1,488	\$1,502	\$1,525	\$1,551
Fut Bus Leaders	\$3,349	\$3,392	\$3,456	\$3,529
Fut Educators	\$3,349	\$3,392	\$3,456	\$3,530
Mags/Pics	\$1,686	\$1,708	\$1,740	\$1,777
Thespians (4 speeches)	\$ 651	\$ 660	\$ 673	\$ 687
<b>(Note: pp=per production; pc=per concert)</b>				

## 2012-2013 SCHEDULE D2

## 2012-2013 SCHEDULE D2

DISTRICT	STEP 1	STEP 2	STEP 3	STEP 4
Spec Olympics	\$3,484	\$3,534	\$3,585	\$3,664
Head Nurse	\$3,529	\$3,580	\$3,632	\$3,712
Rec Mentor	\$2,993	\$3,036	\$3,079	\$3,147
BSI/SRA	\$3,529	\$2,332	\$2,366	\$2,418
Pupil Services	\$3,529	\$3,580	\$3,632	\$3,712
<b>ELEM SCHOOL</b>				
Music, Choral, Art, PE (pp)	\$ 463	\$ 469	\$ 476	\$ 487
Yearbook	\$1,261	\$1,278	\$1,297	\$1,326
<b>MIDDLE SCHOOL</b>				
Dept Coord	\$2,741	\$2,781	\$2,821	\$2,884
Head Counselor	\$2,741	\$2,781	\$2,821	\$2,884
Newspaper	\$1,490	\$1,512	\$1,534	\$1,568
Drama Dir (pp)	\$1,663	\$1,687	\$1,711	\$1,749
Tech Dir (pp)	\$ 685	\$ 694	\$ 704	\$ 720
Musical Dir (pp)	\$1,427	\$1,447	\$1,468	\$1,501
Choreog (pp)	\$ 688	\$ 698	\$ 707	\$ 724
AVA Coord	\$ 585	\$ 593	\$ 601	\$ 616
AVA (pp)	\$ 220	\$ 223	\$ 226	\$ 233
Yearbook	\$3,062	\$3,107	\$3,152	\$3,221
Student Council	\$1,335	\$1,355	\$1,375	\$1,405
Student Activities	\$1,794	\$1,820	\$1,846	\$1,887
Band Dir	\$1,989	\$2,017	\$2,046	\$2,091
Band (pc)	\$ 467	\$ 473	\$ 480	\$ 491
Chorus Dir	\$1,989	\$2,017	\$2,046	\$2,091
Chorus (pc)	\$ 467	\$ 473	\$ 480	\$ 491
Math Club	\$1,794	\$1,820	\$1,846	\$1,887
Subst Abuse	\$1,794	\$1,820	\$1,846	\$1,887
Anti-Smoking	\$1,794	\$1,820	\$1,846	\$1,887
Envir Aw Club	\$1,794	\$1,820	\$1,846	\$1,887
Walking Club	\$1,794	\$1,820	\$1,846	\$1,887
Peer Mediation	\$1,794	\$1,820	\$1,846	\$1,887
(Note: pp=per production; pc=per concert)				
<b>HIGH SCHOOL</b>				
Head Counselor	\$3,529	\$3,580	\$3,632	\$3,712
Dept Coord	\$3,529	\$3,580	\$3,632	\$3,712
Dist Ed Dir	\$1,567	\$1,589	\$1,612	\$1,648
Newspaper (10 ed.)	\$7,694	\$7,805	\$7,918	\$8,092
Lit Mag (2 ed.)	\$5,048	\$5,121	\$5,195	\$5,309
Yearbook	\$7,639	\$7,749	\$7,861	\$8,034

HIGH SCHOOL (cont'd)	STEP 1	STEP 2	STEP 3	STEP 4
Drama Club Adv	\$2,299	\$2,332	\$2,366	\$2,418
Director (3-act) (pp)	\$1,977	\$2,005	\$2,034	\$2,079
Director (Musical) (pp)	\$1,977	\$2,005	\$2,034	\$2,079
Music Director (pp)	\$1,626	\$1,650	\$1,673	\$1,711
Tech Director (pp)	\$1,841	\$1,868	\$1,895	\$1,937
Assr Tech Dir (pp)	\$1,155	\$1,173	\$1,189	\$1,216
Choreographer (pp)	\$1,122	\$1,138	\$1,154	\$1,182
Chess Team	\$2,299	\$2,332	\$2,366	\$2,418
Math Team	\$2,299	\$2,332	\$2,366	\$2,418
Science Team	\$2,299	\$2,332	\$2,366	\$2,418
Search Club	\$2,299	\$2,332	\$2,366	\$2,418
Key Club	\$2,299	\$2,332	\$2,366	\$2,418
Drug Prevention	\$2,299	\$2,332	\$2,366	\$2,418
Anti-Smoking	\$2,299	\$2,332	\$2,366	\$2,418
Dance Team	\$2,299	\$2,332	\$2,366	\$2,418
Computer Club	\$2,299	\$2,332	\$2,366	\$2,418
TV/Video Prod	\$2,299	\$2,332	\$2,366	\$2,418
Forensics	\$3,207	\$3,253	\$3,300	\$3,372
Pol Sci Club	\$3,207	\$3,253	\$3,300	\$3,372
Model UN Team	\$3,207	\$3,253	\$3,300	\$3,372
Band/Orch. Director	\$5,895	\$5,980	\$6,066	\$6,200
(All Football Games, Two (2) Concerts and Competitions)				
Asst Band Dir	\$3,382	\$3,430	\$3,480	\$3,557
Band Front Dir	\$2,669	\$2,708	\$2,747	\$2,808
(Color Guard, Twirlers, Show Flags, One Season plus Spring Tryouts)				
Parades	\$ 541	\$ 550	\$ 557	\$ 570
Pep Band Dir	\$3,382	\$3,430	\$3,480	\$3,557
Fred Band Dir	\$3,382	\$3,430	\$3,480	\$3,557
Chorus Director	\$5,895	\$5,980	\$6,066	\$6,200
Student Council Adv	\$3,365	\$3,414	\$3,463	\$3,541
Sr Class	\$4,104	\$4,163	\$4,223	\$4,315
Jr Class	\$2,631	\$2,669	\$2,707	\$2,767
Fr/So Class	\$2,631	\$2,669	\$2,707	\$2,767
Natl Hon Soc	\$1,155	\$1,173	\$1,189	\$1,216
Lang Hon Soc	\$1,122	\$1,138	\$1,154	\$1,182
(French, Spanish, Italian, Latin/German, Russian)				
Bottlecapers	\$1,988	\$2,016	\$2,045	\$2,090
Proj Transition	\$1,193	\$1,210	\$1,227	\$1,255
Proj Trans Lead	\$1,496	\$1,512	\$1,528	\$1,556
Fut Bus Leaders	\$3,365	\$3,414	\$3,463	\$3,540
Fut Educators	\$3,365	\$3,414	\$3,463	\$3,541
Mags/Pics	\$1,695	\$1,719	\$1,743	\$1,782
Thespians (4 speeches)	\$ 654	\$ 664	\$ 674	\$ 689

2013-2014 SCHEDULE D2

2013-2014 SCHEDULE D2

	STEP 1	STEP 2	STEP 3	STEP 4
<b>DISTRICT</b>				
Spec Olympics	\$3,504	\$3,562	\$3,621	\$3,686
Head Nurse	\$3,550	\$3,609	\$3,669	\$3,734
Mentor	\$3,011	\$3,060	\$3,110	\$3,166
Rec Club	\$2,313	\$2,351	\$2,389	\$2,433
BSI/SRA	\$3,550	\$3,609	\$3,669	\$3,734
Pupil Services	\$3,550	\$3,609	\$3,669	\$3,734
<b>ELEM SCHOOL</b>				
Music, Choral, Art, PE (pp)	\$ 465	\$ 473	\$ 481	\$ 491
Yearbook	\$1,268	\$1,288	\$1,310	\$1,334
<b>MIDDLE SCHOOL</b>				
Dept Coord	\$2,758	\$2,803	\$2,849	\$2,901
Head Counselor	\$2,758	\$2,803	\$2,849	\$2,901
Newspaper	\$1,499	\$1,524	\$1,549	\$1,577
Drama Dir (pp)	\$1,672	\$1,700	\$1,729	\$1,760
Tech Dir (pp)	\$ 689	\$ 700	\$ 711	\$ 724
Musical Dir (pp)	\$1,436	\$1,459	\$1,483	\$1,510
Choreog (pp)	\$ 692	\$ 703	\$ 714	\$ 729
AVA Coord	\$ 588	\$ 598	\$ 608	\$ 620
AVA (pp)	\$ 222	\$ 225	\$ 229	\$ 234
Yearbook	\$3,081	\$3,132	\$3,184	\$3,240
Student Council	\$1,343	\$1,366	\$1,389	\$1,414
Student Activities	\$1,805	\$1,834	\$1,864	\$1,898
Band Dir	\$2,001	\$2,033	\$2,067	\$2,104
Band (pc)	\$ 469	\$ 477	\$ 485	\$ 494
Chorus Dir	\$2,001	\$2,033	\$2,067	\$2,104
Chorus (pc)	\$ 469	\$ 477	\$ 485	\$ 494
Math Club	\$1,805	\$1,834	\$1,864	\$1,898
Subst Abuse	\$1,805	\$1,834	\$1,864	\$1,898
Anti-Smoking	\$1,805	\$1,834	\$1,864	\$1,898
Envir Aw Club	\$1,805	\$1,834	\$1,864	\$1,898
Walking Club	\$1,805	\$1,834	\$1,864	\$1,898
Peer Meditation	\$1,805	\$1,834	\$1,864	\$1,898
(Note: pp=per production; pc=per concert)				
<b>HIGH SCHOOL</b>				
Head Counselor	\$3,550	\$3,609	\$3,669	\$3,734
Dept Coord	\$3,550	\$3,609	\$3,669	\$3,734
Dist Ed Dir	\$1,576	\$1,602	\$1,628	\$1,658
Newspaper (10 ed.)	\$7,741	\$7,868	\$7,997	\$8,141
Lit Mag (2 ed.)	\$5,078	\$5,162	\$5,247	\$5,341
Yearbook	\$7,685	\$7,811	\$7,939	\$8,082

	STEP 1	STEP 2	STEP 3	STEP 4
<b>HIGH SCHOOL (cont'd)</b>				
Drama Club Adv	\$2,313	\$2,351	\$2,389	\$2,433
Director (3-act) (pp)	\$1,988	\$2,021	\$2,054	\$2,092
Director (Musical) (pp)	\$1,988	\$2,021	\$2,054	\$2,092
Music Director (pp)	\$1,636	\$1,663	\$1,690	\$1,721
Tech Director (pp)	\$1,852	\$1,883	\$1,914	\$1,948
Asst Tech Dir (pp)	\$1,162	\$1,182	\$1,202	\$1,223
Choreographer (pp)	\$1,129	\$1,147	\$1,166	\$1,189
Chess Team	\$2,313	\$2,351	\$2,389	\$2,433
Math Team	\$2,313	\$2,351	\$2,389	\$2,433
Science Team	\$2,313	\$2,351	\$2,389	\$2,433
Search Club	\$2,313	\$2,351	\$2,389	\$2,433
Key Club	\$2,313	\$2,351	\$2,389	\$2,433
Drug Prevention	\$2,313	\$2,351	\$2,389	\$2,433
Anti-Smoking	\$2,313	\$2,351	\$2,389	\$2,433
Dance Team	\$2,313	\$2,351	\$2,389	\$2,433
Computer Club	\$2,313	\$2,351	\$2,389	\$2,433
TV/Video Prod	\$2,313	\$2,351	\$2,389	\$2,433
Forensics	\$3,226	\$3,279	\$3,333	\$3,392
Pol Sci Club	\$3,226	\$3,279	\$3,333	\$3,392
Model UN Team	\$3,226	\$3,279	\$3,333	\$3,392
Band/Orch. Director	\$5,930	\$6,027	\$6,127	\$6,237
(All Football Games, Two (2) Concerts and Competitions)				
Asst Band Dir	\$3,402	\$3,458	\$3,515	\$3,578
Band Front Dir	\$2,686	\$2,730	\$2,775	\$2,825
(Color Guard, Twirlers, Show Flags, One Season plus Spring Tryouts)				
Parades	\$ 545	\$ 554	\$ 563	\$ 573
Pep Band Dir	\$3,402	\$3,458	\$3,515	\$3,578
Fred Band Dir	\$3,402	\$3,458	\$3,515	\$3,578
Chorus Director	\$5,930	\$6,027	\$6,127	\$6,237
Student Council Adv	\$3,386	\$3,441	\$3,498	\$3,562
Sr Class	\$4,128	\$4,196	\$4,266	\$4,341
Jr Class	\$2,647	\$2,691	\$2,735	\$2,784
Fr/So Class	\$2,647	\$2,691	\$2,735	\$2,784
Natl Hon Soc	\$1,162	\$1,182	\$1,202	\$1,223
Lang Hon Soc	\$1,129	\$1,147	\$1,166	\$1,189
(French, Spanish, Italian, Latin/German, Russian)				
Bottlecapers	\$2,000	\$2,032	\$2,066	\$2,103
Proj Transition	\$1,200	\$1,219	\$1,240	\$1,262
Proj Trans Lead	\$1,505	\$1,524	\$1,543	\$1,565
Fut Bus Leaders	\$3,386	\$3,441	\$3,498	\$3,561
Fut Educators	\$3,386	\$3,441	\$3,498	\$3,562
Mags/Pics	\$1,705	\$1,733	\$1,761	\$1,793
Thespians (4 speeches)	\$ 658	\$ 670	\$ 682	\$ 695
(Note: pp=per production; pc=per concert)				

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MIDDLETOWN TOWNSHIP EDUCATION ASSOCIATION  
81 OAK HILL ROAD SUITE 2A RED BANK, NEW JERSEY 07701 (732) 758-0200 FAX 732-758-0220

NUMBER: 2013-5

DATE FILED: October 15, 2012

GRIEVANT: M.T.E.A.

POSITION:

IMMEDIATE SUPERIOR: Dr. William

BUILDING: George

LEVEL INITIATED: II

**STATEMENT OF GRIEVANCE:**

The M.T.E.A., on behalf of Ms. Nikki Shaw, and all others similarly affected, hereby grieves the actions of Dr. William George, Superintendent of Schools, for failing to adhere to the guidelines of the Collective Bargaining Agreement, in particular, Article 19.24a, and all other provisions of the contract. Dr. George has allowed the division of one (1) eighty minute block to become two (2) forty minute blocks. We maintain violation of the Collective Bargaining Agreement and all other applicable provisions of the contract.

**RELIEF SOUGHT:**

We seek the immediate return to the *Alternating Day Block Schedule Proposal # 2* which was negotiated in the Memorandum of Agreement dated February 2, 2012. Furthermore, we seek any other relief an arbitrator may recommend.

*George R. George*  
Signature

President  
Title

October 15, 2012  
Date

Kindly contact the MTFA office with dates that you are available to meet for this level II hearing.

# MTEA

MIDDLETOWN TOWNSHIP EDUCATION ASSOCIATION  
81 OAK HILL ROAD SUITE 2A RED BANK, NEW JERSEY 07701 (732) 758-0200 FAX 732-758-0220

NUMBER: 2013-6

DATE FILED: October 15, 2012

LEVEL INITIATED: II

GRIEVANT: M.T.E.A.

IMMEDIATE SUPERIOR: Dr. William

POSITION:

BUILDING : George

### STATEMENT OF GRIEVANCE:

The M.T.E.A. on behalf of Al Bigos, and all others similarly affected, hereby grieves the actions of Dr. William George, Superintendent of Schools, for failing to adhere to the Collective Bargaining Agreement, Article 19.24a, *Alternating Day Block Schedule Proposal* # 2. Mr. Bigos has been assigned a class during the lunch/ advisory time. We maintain violation of the Collective Bargaining Agreement and all other provisions of the contract.

### RELIEF SOUGHT:

We seek the immediate return to the *Alternating Day Block Schedule Proposal* # 2 which was negotiated in the Memorandum of Agreement dated February 2, 2012. Furthermore, we seek any other relief an arbitrator may recommend.

*Charles R. Burger*  
Signature

President

Title

October 15, 2012

Date

Kindly contact the MTEA office with dates that you are available to meet for this level II hearing.

MIDDLETOWN TOWNSHIP EDUCATION ASSOCIATION  
81 OAK HILL ROAD SUITE 2A RED BANK, NEW JERSEY 07701 (732) 758-0200 FAX 732-758-0220

**MTEA**

NUMBER: 2013-7

DATE FILED: October 15, 2012

LEVEL INITIATED: II

GRIEVANT: M.T.E.A.

IMMEDIATE SUPERIOR: Dr. William

POSITION:

BUILDING: George

**STATEMENT OF GRIEVANCE:**

The M.T.E.A. hereby grieves the actions of Dr. William George, Superintendent of Schools, on behalf of all affected high school teachers, for failing to adhere to the language in Article 19.24a in the Collective Bargaining Agreement. Dr. George has allowed the division of a preparation period to be split into two (2) forty minute blocks instead of the one (1) eighty (80) minute block. We maintain violation of the Collective Bargaining Agreement and all other applicable provisions of the contract.

**RELIEF SOUGHT:**

We seek immediate return of the preparation period to be the duration of one (1) eighty minute block. Furthermore, we seek any other relief an arbitrator may recommend.

*William C. George*  
\_\_\_\_\_  
Signature  
\_\_\_\_\_  
President  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
October 15, 2012  
\_\_\_\_\_  
Date

Kindly contact the MTEA office with dates that you are available to meet for this level II hearing.

John E. Sands  
425 Eagle Rock Avenue  
Roseland, NJ, 07068  
(973) 226-6620

ARBTRATOR:  
LHT/mam

Very truly yours,  
/s/ Lorraine H. Tesaro  
Lorraine H. Tesaro  
Director of Conciliation & Arbitration

The parties are referred to N.J.A.C. 19:12-5.4 et seq concerning the conduct of the arbitration proceedings. The arbitrator shall communicate with the parties to arrange for a mutually satisfactory date, time and place for a hearing.

As previously indicated, the cost of the arbitration shall be borne by the parties in accordance with their agreement and not by the Commission.

Pursuant to a mutual request and in accordance with N.J.A.C. 19:12-5.3, I hereby appoint the below-named arbitrator:

Gentlemen:

Re: Middletown Tp B/E & Middletown Tp EA  
Docket Nos. AR-2013-409, AR-2013-410, AR-2013-411  
Nikki Shaw - All High School Teachers Split Into  
Two Forty Minute Blocks Instead of One Eighty Minute Block

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December 27, 2012

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